

CITY OF SAN DIEGO USE AND OCCUPANCY PERMIT

THIS CITY OF SAN DIEGO USE AND OCCUPANCY PERMIT ("Permit") is entered into by and between **THE CITY OF SAN DIEGO**, a California municipal corporation ("CITY"), and **SAN DIEGO GAS & ELECTRIC COMPANY**, a California corporation ("PERMITTEE"), to be effective as of **August 15, 2013** (the "Effective Date"), when signed by the parties and approved by the San Diego City Attorney.

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Definitions.** As used in this Permit, the following terms shall be defined as follows:
 - 1.1 **"Monthly Rent"** shall mean monetary consideration to CITY in the amount of Eleven Thousand Eight Hundred Eighty Six Dollars and Sixty Cents (\$11,886.60) per month.
 - 1.2 **"Permit Area"** shall mean an approximate 2.274 acre (99,055 SF) portion of property commonly known as 5784 Copley Drive, APN 356-400-36, comprised of fenced unimproved land and more particularly depicted in **Exhibit A: Permit Area**, attached hereto.
 - 1.3 **"Permit Fee"** shall mean a one-time, non-refundable permit processing fee in the amount of Seven Hundred Twenty Seven Dollars (\$727).
 - 1.4 **"Permit Use"** shall mean the exclusive use by PERMITTEE of the Permit Area, 24 hours a day, seven days a week, during the Term, which shall be solely for (a) storing materials, containers for materials, and tools and one (1) dumpster; (b) parking of construction vehicles overnight; (c) parking of employee vehicles during the day; and (d) an office trailer, all in connection with PERMITTEE's "Project TL 670" and subject to the following restrictions:
 - 1.4.1 PERMITTEE shall not allow any person to clean vehicles, perform any mechanical work on any vehicles, or fuel or refuel any vehicles within the Permit Area.
 - 1.4.2 PERMITTEE shall install and maintain drip pans below each vehicle parked on the Permit Area.
 - 1.4.3 PERMITTEE shall maintain the existing perimeter fence in good repair and condition. Any damage to the existing fence shall be promptly repaired by PERMITTEE, at PERMITTEE's sole cost and expense, to CITY's reasonable satisfaction, except to the extent such damage is caused by CITY or its employees, representatives or agents during any inspection or entrance onto the Permit Area.

1.4.4 PERMITTEE shall continuously maintain a rock substrate of decomposed granite over the entire Permit Area to CITY's reasonable satisfaction.

1.4.5 Except in case of an emergency, PERMITTEE shall not conduct any activities on the Permit Area before 6:00 A.M. or after 8:00 P.M. every day.

1.5 **"PERMITTEE's Address for Notices"** shall be:

San Diego Gas & Electric Co.
Land Service Manager
8335 Century Park Court, CP 11D
San Diego, CA 92123

1.6 **"Security Deposit"** shall mean an amount equal to Eleven Thousand Eight Hundred Eighty Six Dollars and Sixty Cents (\$11,886.60).

1.7 **"Term"** shall mean six (6) months, commencing on the Effective Date.

2. Occupancy. Subject to the terms and conditions of this Permit, CITY hereby grants exclusive permission to PERMITTEE and its officers, employees, agents and contractors to enter upon and occupy the Permit Area solely for the Permit Use.
3. Use of Permit Area. PERMITTEE may use the Permit Area solely for the Permit Use and for no other purpose whatsoever without CITY's prior written consent in each instance. PERMITTEE shall continuously occupy and use the Permit Area throughout the Term. PERMITTEE shall at all times during its use and occupancy of the Permit Area comply with the Declaration of Restrictions for Allred Collins Corporate Center and First Amendment to Declaration of Restrictions for Telecom Center, a copy of which is attached hereto as **Exhibit B: CC&Rs**. PERMITTEE shall hold CITY harmless from and shall not cause, as CITY's permittee, CITY to be in violation of or non-compliance with the CC&Rs, or any part thereof, as a result of PERMITTEE's use and occupancy of the Permit Area.
4. Governmental Approvals. By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to PERMITTEE or to any governmental agent, board, commission or agency with regard to any other discretionary action relating to PERMITTEE's occupancy, use, development, maintenance or restoration of the Permit Area. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances and all other required governmental approvals.
5. CITY's Consent, Discretion. CITY's consent or approval under this Permit shall mean the written consent or approval of CITY's Mayor, or his or her designee ("Mayor"), unless otherwise expressly provided. CITY's discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.

6. Term. The Term may be extended by mutual, written agreement of the parties; however, the Term shall not exceed three (3) years unless authorized by the San Diego City Council.
7. Revocable License. This Permit is not a lease. It is a license to use CITY property, and may be revoked at will by CITY, in its sole but reasonable discretion: (a) if for PERMITTEE's breach or default of any of PERMITTEE's obligations under this Permit or in case of an emergency, immediately upon written notice delivered to PERMITTEE; and (b) if for CITY's convenience, upon thirty (30) days prior written notice delivered to PERMITTEE. CITY shall not be obligated for any burden or loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit.
 - 7.1 PERMITTEE's Waiver. PERMITTEE expressly waives any claim against CITY and its elected officials, officers, employees, representatives and agents for any burden, expense or loss which PERMITTEE incurs as a result of CITY's revocation or termination of this Permit.
8. No Holdover. If PERMITTEE continues to occupy the Permit Area after the expiration or earlier termination of this Permit, such occupancy shall neither constitute a renewal or extension of this Permit, nor give PERMITTEE any rights in or to the Permit Area. If PERMITTEE continues to occupy the Permit Area after the expiration or earlier termination of this Permit, CITY may demand and receive from PERMITTEE rent for the Permit Area calculated on a per diem basis using up to two (2) times the fair market rental rate to be determined as of the date of the expiration or termination of this Permit by an appraisal prepared by a qualified appraiser selected by CITY in its sole but reasonable discretion. CITY's acceptance of such rent shall neither constitute a renewal or extension of the license, nor give PERMITTEE any rights in or to the Permit Area.
9. Termination. PERMITTEE may terminate this Permit for any reason upon thirty (30) days prior written notice delivered to CITY at CITY's address for notices as set forth herein, below.
10. Restoration of Permit Area. Except as otherwise provided in this Permit, or except as agreed to by the parties in writing, prior to the expiration or as soon as practicable after termination of this Permit, PERMITTEE shall restore the Permit Area to its condition on the Effective Date, normal wear and tear excepted.
11. Superior Interests. This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements and rights-of-way pertaining to the Permit Area, whether or not of record. PERMITTEE shall obtain all licenses, permits and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Permit Area, relative to any such superior interest. If PERMITTEE's use of the Permit Area is or becomes inconsistent or incompatible with a preexisting, superior interest, PERMITTEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the

satisfaction of the holder of the superior interest, or PERMITTEE may terminate this Permit.

12. Permit Fee. PERMITTEE shall pay the Permit Fee to CITY upon execution of this Permit.
13. Rent. PERMITTEE shall pay the Monthly Rent in advance on the first day of each month during the Term. If the Effective Date is not the first day of a calendar month, then the Monthly Rent payable for the partial month at the beginning of the Term shall be prorated on a per diem basis.
14. Place of Payment. All payments to be paid by PERMITTEE under this Permit shall be made payable to "City Treasurer" and be mailed to:

San Diego City Treasurer
P.O. Box 129030
San Diego, California 92112-9030

or hand delivered to:

The Office of the City Treasurer
Civic Center Plaza
1200 Third Avenue, First Floor
San Diego, California 92101

CITY may change the place of payment at any time upon thirty (30) days written notice to PERMITTEE. Mailed payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed received only upon actual receipt.

15. Delinquent Payments. If PERMITTEE fails to make any payment under this Permit when due, PERMITTEE shall pay to CITY, in addition to the unpaid amount, five percent (5%) of the unpaid amount, which shall be additional rent. If any amount of such payment remains unpaid after fifteen (15) days past due, PERMITTEE shall pay to CITY an additional five percent (5%) of the unpaid amount [being a total of ten percent (10%)], which shall be additional rent. Notwithstanding the foregoing, in no event shall the charge for late payment of rent be less than Twenty-Five Dollars (\$25). After thirty (30) days past due, unpaid amounts due CITY under this Permit may be referred to the San Diego City Treasurer for collection, and shall be subject to San Diego Municipal Code section 22.1707, as may be amended from time to time. PERMITTEE shall pay to CITY any collection-referral fee and all other fees and charges plus interest as may then be charged by the CITY's City Treasurer under authority of the San Diego Municipal Code. Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of PERMITTEE's breach or default with respect to the late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity. As required by law, PERMITTEE is hereby notified that a negative credit report may be submitted to a credit reporting agency if amounts due CITY are not paid when due.

16. Security Deposit. Upon execution of this Permit, PERMITTEE shall deliver the Security Deposit to CITY as security for the performance of PERMITTEE's obligations under this Permit. CITY shall not be liable to PERMITTEE for any interest thereon. Any interest earned from such deposit or redeposit shall not become part of the Security Deposit, but shall be and remain the property of CITY. All or any portion of the Security Deposit shall be available unconditionally to CITY to cure, in whole or in part, any breach or default of this Permit by PERMITTEE, or for expenses incurred by CITY as a result of PERMITTEE's breach or default of this Permit. CITY shall keep detailed documentation and records of any such expenditures of the Security Deposit used to cure a breach or default of this Permit by PERMITTEE, or for expenses incurred as a result thereof, and shall provide such documentation and records to PERMITTEE upon written request therefor. PERMITTEE shall maintain the Security Deposit throughout the Term. Notwithstanding any other provision of this Permit to the contrary, if PERMITTEE does not deposit and maintain the Security Deposit as required by this Permit, then at any time after five (5) days prior written notice delivered to PERMITTEE at PERMITTEE's Address for Notices, but prior to PERMITTEE's deposit or maintenance of the Security Deposit as required by such notice, CITY may revoke the license granted hereunder, and such revocation shall be deemed reasonable. Upon such revocation, PERMITTEE shall immediately cease its use of the Permit Area and commence and diligently pursue the removal of its property from the Permit Area.
- 16.1 Utilization. If CITY utilizes all or any portion of the Security Deposit, then upon ten (10) days prior written notice, PERMITTEE shall reimburse the Security Deposit to the full required amount.
- 16.2 Increase. Upon thirty (30) days prior written notice by CITY, PERMITTEE shall deliver to CITY such additional funds as CITY may reasonably require to adequately secure PERMITTEE's obligations under this Permit.
- 16.3 Return. Provided PERMITTEE is not in breach or default of this Permit, CITY shall return the Security Deposit, or any balance thereof, to PERMITTEE within sixty (60) days after the expiration or termination of this Permit.
17. Maintenance of the Permit Area. PERMITTEE shall, at PERMITTEE's sole cost and expense and to CITY's satisfaction, maintain the Permit Area in good order and repair and in a safe, healthy and sanitary condition at all times during the Term. CITY shall not be required to make any improvements or repairs to the Permit Area. PERMITTEE shall keep the Permit Area free and clear of rubbish, debris and litter at all times. PERMITTEE shall keep the Permit Area free and clear of weeds and brush as reasonably directed by CITY and to CITY's reasonable satisfaction.
18. Inspection. CITY may at all times enter and inspect the Permit Area in an emergency, or if such event is not an emergency, during PERMITTEE's regular business hours and with at least twenty-four (24) hours' prior notice to PERMITTEE.

19. Utilities. PERMITTEE shall order, obtain and pay for all utilities and all service and installation charges to the extent incurred in connection with PERMITTEE's use of the Permit Area.
20. Improvements/Alterations. Except as allowed as a Permit Use, PERMITTEE shall not construct any improvements, structures or permanent installations on the Permit Area, and shall not alter the Permit Area without the express written consent of CITY. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.
21. Improvements and Personal Property.
 - 21.1 Improvements. Upon expiration or termination of this Permit, PERMITTEE shall remove any and all improvements, fixtures, structures and installations or additions to the Permit Area that were constructed or installed on the Permit Area by PERMITTEE ("PERMITTEE Improvements"). PERMITTEE shall, at PERMITTEE's sole cost and expense, remove PERMITTEE Improvements as soon as practicable, but in no event later than sixty (60) days after the expiration or earlier termination of this Permit. PERMITTEE, at its sole cost and expense, shall be responsible for the repair of any and all damage resulting from the removal of PERMITTEE Improvements as required by this Permit. If PERMITTEE fails to remove PERMITTEE Improvements as required under this paragraph, CITY may, at its option, remove them at PERMITTEE's sole cost and expense.
 - 21.2 Personal Property. PERMITTEE shall remove from the Permit Area all PERMITTEE-owned machines, appliances, equipment, trade fixtures and other items of personal property upon the expiration of the Term, or as soon as practicable after termination, but in no event later than thirty (30) days after the expiration or earlier termination of this Permit. Any such items which PERMITTEE fails to so remove shall be deemed abandoned and become CITY's property free of all claims and liens, or CITY may, at its option, remove such items at PERMITTEE's sole cost and expense. PERMITTEE, at its sole cost and expense, shall be responsible for the repair of any and all damage resulting from the removal of its personal property from the Permit Area.
 - 21.3 Post-Permit License. CITY grants permission to PERMITTEE to enter upon and occupy the Permit Area after the expiration or earlier termination of this Permit solely for the purpose of removing PERMITTEE Improvements and PERMITTEE's personal property as provided by this Permit. This provision shall survive the expiration or earlier termination of this Permit.
 - 21.4 Late Removal. Notwithstanding any provision of this Permit to the contrary, PERMITTEE shall pay rent to CITY for any period of time after the expiration or termination of this Permit needed to remove PERMITTEE Improvements or personal property as required by this Permit, whether by CITY or PERMITTEE. Such rent shall be calculated on a per diem basis using the rental rate in effect just

prior to the expiration or termination of this Permit.

21.5 CITY's Right to Acquire Personal Property. If PERMITTEE wants to dispose of any of its personal property used in its operations on the Permit Area upon expiration or termination of this Permit, CITY shall have the first right to acquire such personal property, subject to applicable laws.

22. Insurance. PERMITTEE represents and warrants to CITY that it is self-insured in accordance with applicable law, and shall pay all claims related to this Permit or PERMITTEE'S use of the Permit Area that would be covered by a third-party insurance company in the usual course of business as shown below. PERMITTEE shall deliver to CITY upon request evidence of PERMITTEE's ability to self-insure, in form and content reasonably satisfactory to CITY. In the alternative, PERMITTEE shall deliver to CITY's Real Estate Assets Department a current certificate of insurance for each of the following:

- (1) Commercial General Liability Insurance, providing coverage on the Permit Area for bodily injury, including death, personal injury and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000);
- (2) Automobile Liability Insurance, providing coverage on the Permit Area for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired and non-owned vehicles) operated in performing any and all work pursuant to this Permit. Coverage shall be written on *ISO form CA 00 01 12 90*, or a substitute form providing equivalent liability coverage; and
- (3) Workers' Compensation Insurance, as required by the laws of the State of California for all of PERMITTEE's employees who are subject to this Permit, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000).

22.1 Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The City of San Diego, its elected officials, officers, employees, representatives and agents" shall be named as additional insureds in all policies.

22.2 Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by CITY.

22.3 Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.

- 22.4 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
- 22.5 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit. PERMITTEE shall provide proof of continuing insurance at least annually during the Term. If insurance lapses or is discontinued for any reason, PERMITTEE shall immediately notify CITY and obtain replacement insurance as soon as possible.
- 22.6 Modification. To assure protection from and against the kind and extent of risk existing with the Permit Use or the Permit Area, CITY, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances or CITY's reasonable re-evaluation of risk levels related to the Permit Use or the Permit Area.
- 22.7 Accident Reports. PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons and related to the Permit Use or the Permit Area. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 22.8 Causes of Loss - Special Form Property Insurance. PERMITTEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of PERMITTEE's insurable property related to the Permit Use or the Permit Area in an amount to cover 100 percent (100%) of the replacement cost. PERMITTEE shall deliver to CITY a certificate of such insurance.
23. Indemnification & Hold Harmless. PERMITTEE shall protect, defend, indemnify and hold CITY and its elected officials, officers, employees, representatives and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE's officers, employees, invitees, guests, agents or contractors, which arise out of this Permit or PERMITTEE's occupancy, use, development, maintenance or restoration of the Permit Area, and all expenses of investigating and defending against same, including without limitation attorneys' fees and costs; provided, however, that PERMITTEE's duty to indemnify and hold harmless shall not include any established liability arising from the gross negligence or intentional

misconduct of CITY and/or its elected officials, officers, employees, representatives and agents.

24. Compliance with Laws. PERMITTEE shall at all times in its use and occupancy of the Permit Area comply with all applicable laws, rules and regulations and direction by competent governmental authorities, and all at PERMITTEE's sole cost and expense.
25. California Public Records Act. CITY shall determine, in its sole discretion, whether information provided by PERMITTEE pursuant to this Permit is or is not a public record subject to disclosure under the California Public Records Act. PERMITTEE shall hold CITY and its elected officials, officers and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.
26. No Discrimination. PERMITTEE shall not discriminate in any manner against any person on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status or disability in PERMITTEE's use of the Permit Area, including without limitation the provision of goods, services, facilities, privileges, advantages and accommodations, and the hiring and retention of employees and contractors.
27. Equal Opportunity. PERMITTEE shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375 and 12086; the California Fair Employment Practices Act; and all other related and applicable federal and state laws and regulations. PERMITTEE shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth. PERMITTEE shall cause the substantive content of the foregoing provisions to be inserted in all of PERMITTEE's contracts for work related to this Permit so that such provisions will be binding upon each of PERMITTEE's contractors. PERMITTEE shall fully cooperate with any investigation conducted by CITY pursuant to CITY'S Nondiscrimination in Contracting Ordinance (i.e., San Diego Municipal Code sections 22.3501-22.3517, as amended from time to time), and upon CITY's request PERMITTEE shall submit a current Workforce Report. PERMITTEE acknowledges that failure to comply with the requirements of this section and/or submitting false information in response to these requirements may result in termination of this Permit and debarment from participating in CITY contracts for a period of not less than one (1) year.
28. Equal Benefits. PERMITTEE shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require applicable parties to offer the same employment benefits to employees with spouses and employees with domestic partners. PERMITTEE shall certify that it will maintain such equal benefits throughout the term of this Permit. PERMITTEE's failure to maintain equal benefits shall be a material breach of this Permit.
29. Disabled Access Compliance. PERMITTEE shall comply with Title 24 of the California Code of Regulations (i.e., the "Building Code", as defined in Title 24 of the California Health and Safety Code); the Americans with Disabilities Act of 1990 ("ADA"); and any other applicable state and federal laws and regulations enacted protecting the rights of

people with disabilities. PERMITTEE's compliance shall include without limitation the following:

- a. PERMITTEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs and termination of employment;
- b. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs or activities of PERMITTEE;
- c. PERMITTEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site;
- d. Where required by law, PERMITTEE shall, at PERMITTEE's sole cost and in conformance with all applicable building codes, comply with applicable disabled-access requirements by making accessible any areas of the Permit Area which deny access to disabled persons; and
- e. PERMITTEE shall include language in each sublicense agreement, if any, indicating the sublicensee's agreement to abide by the foregoing provisions.

PERMITTEE and each of its sublicensees shall be individually responsible for their own ADA compliance program. PERMITTEE's failure to comply with the above requirements and/or submitting false information in response to those requirements shall be a default under this Permit.

30. CITY Employee Participation Policy. CITY may unilaterally and immediately terminate this Permit if PERMITTEE employs an individual who, within the twelve (12) months immediately preceding such employment did, in their capacity as a CITY officer or employee, participate in negotiations with or otherwise have an influence on a recommendation made to the San Diego City Council related to the selection of PERMITTEE for this Permit. It is not the intent of this policy that these provisions apply to members of the City Council.
31. Local Business and Employment. PERMITTEE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. For work associated with this Permit and to the extent legally possible, PERMITTEE shall use commercially reasonable efforts to solicit applications for employment and bids and proposals for contracts from local residents and firms as opportunities occur. PERMITTEE shall use its best efforts to hire qualified local residents and firms whenever practicable.
32. PERMITTEE's Risk. PERMITTEE shall bear all risks and liability arising out of PERMITTEE's use or occupancy of the Permit Area and any damages to the improvements on, under or in the vicinity of the Permit Area resulting directly or indirectly thereby.

33. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in and to the surrounding area.
34. Assignment and Sublicense. PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without CITY's prior written consent in each instance. Any assignment by operation of law shall automatically terminate this Permit.
35. Signs. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising without CITY's prior written consent. If any such unauthorized item is found on the Permit Area, PERMITTEE shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter remove the item at PERMITTEE's cost.
36. Encumbrances. PERMITTEE shall keep the Permit Area free from all encumbrances and liens of any nature which arise out of PERMITTEE'S use or occupancy of the Permit Area. PERMITTEE shall defend, indemnify and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Permit Area and arising out of PERMITTEE's use or occupancy of the Permit Area, including without limitation PERMITTEE'S failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons entitled to lien or encumber the Permit Area pursuant to the California Civil Code.
37. Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments and fees assessed or levied upon PERMITTEE or the Permit Area during the Term, including the land and any buildings, structures, machinery, equipment, appliances or other improvements or property of any nature whatsoever erected, installed or maintained by PERMITTEE, or levied by reason of PERMITTEE's occupancy, use, development, maintenance or restoration of the Permit Area, including without limitation licensing and permitting costs and fees. PERMITTEE acknowledges that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE shall pay all such possessory interest taxes. PERMITTEE's payment for such taxes, fees and assessments shall not reduce any payment due CITY.
38. Hazardous Substances. PERMITTEE shall not, nor shall PERMITTEE allow its employees, agents, contractors, subcontractors or invitees to cause the illegal installation, storage, utilization, generation, sale or release of a Hazardous Substance or otherwise regulated substance in, on, under or from the Permit Area. Unless otherwise agreed to by CITY in writing in each instance, PERMITTEE and PERMITTEE's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Permit Area, except that PERMITTEE may, if consistent with the Permit Use, use and store motor vehicles and equipment that legally use Hazardous Substances that are necessarily incident to their operation on the Permit Area. PERMITTEE shall, prior to initiating any

operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

- 38.1 Release. A “release” shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.
- 38.2 Hazardous Substance. “Hazardous Substance” shall mean any substance listed by the Environmental Protection Agency or the State of California as a Hazardous Substance, and all types of petroleum-related substances and their chemical constituents.
- 38.3 Remediation. If PERMITTEE’s occupancy, use, development, maintenance or restoration of the Permit Area results in a release of a Hazardous Substance, that, individually or in the aggregate, triggers a clean-up obligation under applicable laws, rules and regulations, caused by PERMITTEE or its employees, contractors, subcontractors, agents or invitees, PERMITTEE shall pay all costs of remediation and removal of the release to the CITY’s satisfaction to restore the Permit Area to the same condition as existed on the Effective Date, and in accordance with all applicable laws, rules and regulations of governmental authorities.
- 38.4 Removal. If PERMITTEE or PERMITTEE’s contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances or hazardous wastes to the Permit Area, PERMITTEE and/or PERMITTEE’s contractor or agent shall remove all Hazardous Substances and hazardous wastes in any type of container, equipment or device from the Permit Area prior to the expiration or within seven (7) days after the earlier termination of this Permit. Upon CITY’s request, PERMITTEE shall deliver to CITY true copies of documentation demonstrating the legal removal and/or disposal of the Hazardous Substances and/or hazardous wastes, containers, equipment or devices from the Permit Area. PERMITTEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this provision.
- 38.5 Indemnity. PERMITTEE shall protect, defend, indemnify and hold CITY harmless from any and all claims, costs and expenses related to liabilities that arise from releases of Hazardous Substances resulting from PERMITTEE’s occupancy, use, development, maintenance or restoration of the Permit Area, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary

CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, PERMITTEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of all reasonable health assessments or health effect studies. Notwithstanding anything to the contrary contained in this Permit, PERMITTEE shall not have any obligation or liability whatsoever with respect to any conditions in, on or under the Permit Area, including the presence of Hazardous Substances, that (i) preexist the Effective Date of this Permit, (ii) are caused by or result from the entry on, use of, or other action of CITY, or (iii) are caused by persons not reasonably deemed to be under the control or direction of PERMITTEE. The provisions of this paragraph shall control over any other conflicting or inconsistent provisions of this Permit.

- 38.6 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance or petroleum related substance or its chemical constituents has been released on, from or beneath the Permit Area, PERMITTEE shall promptly notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. PERMITTEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief that a release has occurred and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall promptly notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Permit Area.
- 38.7 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance or restoration of the Permit Area ("PERMITTEE's Operations"), resulted in a release of a Hazardous Substance on, from or beneath the Permit Area in a quantity that cannot, without causing additional damage to the Permit Area, be immediately removed and cleaned as permitted by and in conformity with all applicable laws, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE's Operations on, in, from or under the Permit Area, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by city, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Permit Area, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause,

or if PERMITTEE fails to do so within a reasonable period of time, as determined by CITY in its sole but reasonable discretion, CITY may cause the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Permit Area and compliance with environmental law and regulations are achieved, and PERMITTEE shall pay all costs and expenses incurred to the extent necessary to remediate the Permit Area to the condition it existed in on the Effective Date.

39. Aboveground Storage Tanks.

- 39.1 Monitoring. If PERMITTEE installs or maintains any aboveground storage tanks within the Permit Area (individually and collectively, "Aboveground Tanks"), PERMITTEE shall monitor each Aboveground Tank during the Term in compliance with this Permit and all applicable laws, rules and regulations. PERMITTEE shall conduct daily visual inspections of all Aboveground Tanks and shall permit the San Diego Regional Water Quality Control Board (the "Water Quality Board"), CITY, and all responsible governmental agencies, to conduct periodic inspections of all Aboveground Tanks.
- 39.2 Reporting. PERMITTEE shall report to CITY each and every unauthorized release of Hazardous Substances from Aboveground Tanks in accordance with the provisions of the "Hazardous Substances" section of this Permit.
- 39.3 Fees and Costs. PERMITTEE shall pay all fees and costs related to unauthorized releases of Hazardous Substances from Aboveground Tanks, including without limitation investigative, surface, groundwater cleanup and expert and agency fees. PERMITTEE shall maintain insurance or other financial means to ensure the fulfillment of its obligations hereunder to pay such fees and costs, including without limitation the costs of corrective actions, compensating third parties for personal injuries or property damage, and compensating CITY for damages to the Permit Area, directly or indirectly caused by any and all releases from Aboveground Tanks. PERMITTEE shall deliver to CITY and maintain evidence, satisfactory to CITY, of such financial responsibility. PERMITTEE shall pay all costs and expenses related to Aboveground Tanks, including without limitation costs and expenses to comply with PERMITTEE's obligations under this Permit.
- 39.4 Development, Maintenance and Repair. PERMITTEE shall develop, maintain and repair all Aboveground Tanks in compliance with all applicable laws, rules and regulations of competent governmental authorities, including without limitation the California Health and Safety Code, as presently existing and as may be amended from time to time ("Health & Safety Code"). PERMITTEE shall obtain all required permits and produce and deliver such documents as any and all responsible governmental agencies may require. PERMITTEE shall: (a) comply with all valid orders of the Water Quality Board; (b) file all required aboveground storage tank statements; (c) establish and maintain all required monitoring programs and systems; (d) report all spills as required; and (e) pay all lawfully-imposed penalties

and fines.

- 39.5 Records and Inspection. PERMITTEE shall produce and maintain complete and accurate records related to Aboveground Tanks, including without limitation documentation related to permit applications, monitoring, inspections and testing data and results, equipment installation, repairing, closure and removal of Aboveground Tanks, and all unauthorized releases of Hazardous Substances from Aboveground Tanks. PERMITTEE shall keep such records in a format and location readily accessible by CITY and all other competent authorities for a period of not less than thirty-six (36) months after PERMITTEE permanently vacates the Permit Area. PERMITTEE shall make all such records available for inspection by CITY and all other competent authority.
- 39.6 Spill Prevention. PERMITTEE shall prepare and implement a spill prevention control countermeasure plan as required by the Health & Safety Code, and conduct periodic inspections to ensure compliance therewith.
- 39.7 Operator Agreements. PERMITTEE shall require each operator of an Aboveground Tank to comply with the Health & Safety Code as part of each agreement between PERMITTEE and each operator of an Aboveground Tank.
- 39.8 Legal Compliance. PERMITTEE shall comply with all laws, rules and regulations presently existing or hereafter enacted applicable to Aboveground Tanks.
40. Water Quality Assurances. PERMITTEE shall, at its sole cost and expense, comply with all laws, rules, regulations and direction of competent governmental authority (such as the San Diego Regional Water Quality Control Board) relating to water quality assurance and storm water management. PERMITTEE acknowledges and agrees that such legal requirements may change at any time and from time to time.
- 40.1 NPDES. PERMITTEE shall comply with all applicable requirements of the National Pollutant Discharge Elimination System ("NPDES") permit in force on the Effective Date of this Permit (i.e., Permit No. R9-2007-0001), and any and all amendments thereto and all applicable succeeding NPDES permits.
- 40.2 Stormwater Management. PERMITTEE shall comply with all applicable requirements of the San Diego Municipal Code Chapter 4, Article 3, Division 3: Stormwater Management and Discharge Control (the "Stormwater Code"), and employ "Best Management Practices," as that term is defined by the Stormwater Code, and as approved by the City of San Diego, in its governmental capacity, under its Stormwater Management Program.
41. Waiver. The property constituting the Permit Area is publicly owned and held in trust for the benefit of CITY's citizens. CITY's failure to insist upon the strict performance of any of PERMITTEE's obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and

effect. CITY's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in a writing executed by CITY to constitute a valid and binding waiver. CITY's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law, or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. CITY's acceptance of any rents shall not be a waiver of any default preceding the rent payment. CITY's failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY may at any and all times require the cure of the default.

42. Cumulative Remedies. CITY's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.
43. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
44. Joint and Several Liability. If PERMITTEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of PERMITTEE under this Permit.
45. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture or other affiliation between CITY and PERMITTEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
46. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between them pertaining to this Permit and PERMITTEE's occupancy, use, development, maintenance and restoration of the Permit Area. Any modification, alteration or amendment of this Permit shall be in writing and signed by all the parties hereto.
47. Counterparts. This Permit may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument.
48. Notices. Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to PERMITTEE at PERMITTEE's Address for Notices, and to CITY as follows:

THE CITY OF SAN DIEGO
Attention: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101
(619) 236-6020

49. Authority to Contract. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

50. Acceptance of Permit Area. By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations and observations necessary to satisfy itself as to its suitability for the Permit Use. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition. PERMITTEE acknowledges and agrees that unless set forth in this Permit, CITY has no obligation to improve, modify, repair, replace, alter or otherwise develop the Permit Area at any time either prior to, on or after the Effective Date. PERMITTEE shall not hold CITY responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to PERMITTEE's employees, agents, contractors, subcontractors, invitees and PERMITTEE's property from any defects in the Permit Area, and shall be solely responsible therefor.

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

SAN DIEGO GAS & ELECTRIC COMPANY, a
California corporation

BY: _____

Name: _____

Title: _____

Kelly Hunt
Land Services Mgr.

THE CITY OF SAN DIEGO, a California municipal
corporation

BY: _____

Name: _____

Title: _____

James F. Barwick by David Sandoval
James F. Barwick, CCIM
Director, Real Estate Assets

Environmental Analysis Section Environmental Clearance:

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

Date: _____

BY: _____

Name: _____

Title: _____

See next page

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

BY: _____

Name: _____

Title: _____

Jeremy Fonseca
Deputy City Attorney

Approved as to form and legality:

SDG&E

BY: _____

Name: _____

Title: _____

50. Acceptance of Permit Area. By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations and observations necessary to satisfy itself as to its suitability for the Permit Use. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition. PERMITTEE acknowledges and agrees that unless set forth in this Permit, CITY has no obligation to improve, modify, repair, replace, alter or otherwise develop the Permit Area at any time either prior to, on or after the Effective Date. PERMITTEE shall not hold CITY responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to PERMITTEE's employees, agents, contractors, subcontractors, invitees and PERMITTEE's property from any defects in the Permit Area, and shall be solely responsible therefor.

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

SAN DIEGO GAS & ELECTRIC COMPANY, a
California corporation

BY: _____
Name: _____
Title: _____

THE CITY OF SAN DIEGO, a California municipal
corporation

BY: _____
Name: _____
Title: _____

Environmental Analysis Section Environmental Clearance:

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

Date: 8/12/13

BY: [Signature]
Name: Myra H. Mann
Title: Senior Planner

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

BY: _____
Name: _____
Title: _____

Approved as to form and legality:

SDG&E

BY: _____
Name: _____
Title: _____

50. Acceptance of Permit Area. By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations and observations necessary to satisfy itself as to its suitability for the Permit Use. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition. PERMITTEE acknowledges and agrees that unless set forth in this Permit, CITY has no obligation to improve, modify, repair, replace, alter or otherwise develop the Permit Area at any time either prior to, on or after the Effective Date. PERMITTEE shall not hold CITY responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to PERMITTEE's employees, agents, contractors, subcontractors, invitees and PERMITTEE's property from any defects in the Permit Area, and shall be solely responsible therefor.

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

SAN DIEGO GAS & ELECTRIC COMPANY, a
California corporation

BY: _____

Name: _____

Title: Land Services Mgr.

THE CITY OF SAN DIEGO, a California municipal
corporation

BY: _____

Name: _____

Title: _____

Environmental Analysis Section Environmental Clearance:

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

Date: _____

BY: _____

Name: _____

Title: _____

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

BY: _____

Name: _____

Title: _____

Approved as to form and legality:

SDG&B

BY: _____

Name: _____

Title: South Counsel

Exhibit A: Permit Area

APN 356-400-36

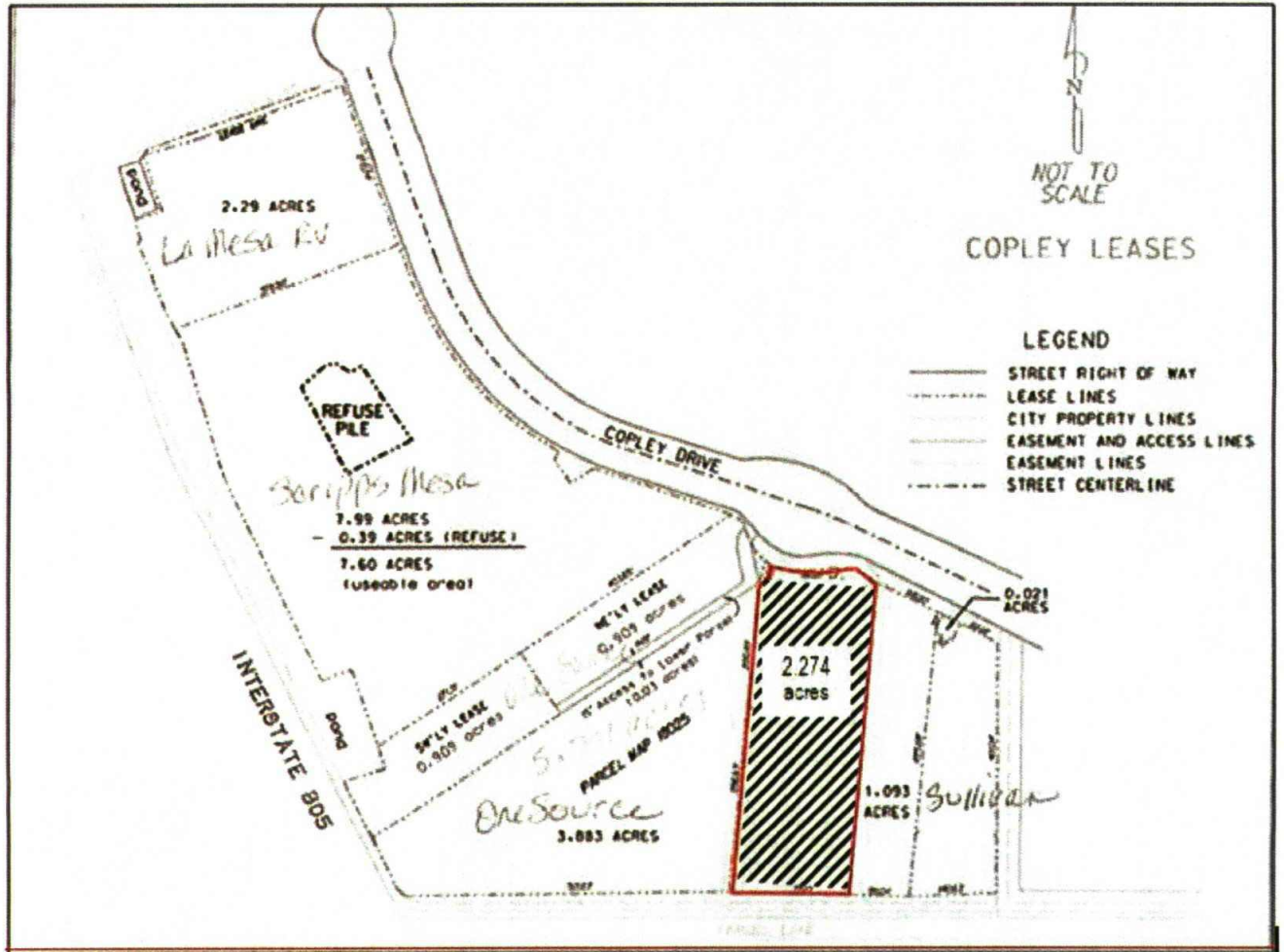


Exhibit B: CC&Rs

Recording Requested By
Ticor Title Insurance Company
and
When Recorded Return To:

LATHAM & WATKINS
Dennis B. Nordstrom, Esq.
701 "B" Street, Suite 2100
San Diego, California 92101

THE ORIGINAL OF THIS DOCUMENT WAS
FILED WITH THE SAN DIEGO COUNTY
RECORDER ON August 1, 1990 AS
INSTRUMENT NO. 90-421377.

APN: 356-011-05

DECLARATION OF RESTRICTIONS

FOR

ALLRED COLLINS
CORPORATE CENTER

TABLE OF CONTENTS

Article I	Definitions	2	Article III	Assessments	7
Section 1.	'Acutely Hazardous Waste' . .	2	Section 1.	Creation of Liens.	7
Section 2.	'Articles'	2	Section 2.	Purpose of Assessments. . .	7
Section 3.	'Assessment'	2	Section 3.	Rate of Assessments. . . .	7
Section 4.	'Board'	2	Section 4.	Regular Assessments. . . .	7
Section 5.	'Buildable Lots'	2	Section 5.	Special Assessments. . . .	7
Section 6.	'Bylaws'	2	Section 6.	Enforcement Assessments. .	7
Section 7.	'City'	2	Section 7.	Commencement of Assessments; Estoppel Certificate.	8
Section 8.	'Common Area'	3	Section 8.	Delinquent Assessments. . .	8
Section 9.	'Corporation'	3	Section 9.	Subordination to First Mortgages.	8
Section 10.	'Declarant'	3	Article IV	Planning and Development Board; Approval of Plans . . .	9
Section 11.	'Declaration'	3	Section 1.	Planning and Development Board.	9
Section 12.	'Design Guidelines'	3	Section 2.	Disclosure and Waiver of Conflict of Interest.	9
Section 13.	'Developable Area'	3	Section 3.	Plan Review.	9
Section 14.	'Hazardous Substance'	3	Section 4.	Review Procedures.	9
Section 15.	'Improvements'	4	Section 5.	Approvals.	9
Section 16.	'Infectious Waste'	4	Section 6.	Basis of Approval.	10
Section 17.	'Landscape Improvements' . .	4	Section 7.	Prior Notice of Construction Starts.	10
Section 18.	'Lot'	4	Section 8.	Certificates of Compliance. *	10
Section 19.	'Maintenance Area'	4	Section 9.	Identical Replacements. . . .	10
Section 20.	'Member'	4	Section 10.	Presumption of Compliance. .	10
Section 21.	'Monument Signage'	4	Section 11.	Fee.	11
Section 22.	'Mortgage'	4	Section 12.	Variances and Amendments .	11
Section 23.	'Mortgagee'	4	Section 13.	Exculpation.	11
Section 24.	'Owner'	5	Article V	Regulation of Improvements .	11
Section 25.	'PID Permit'	5	Section 1.	General Requirements. . . .	11
Section 26.	'Planning and Development Board'	5	Section 2.	Density and Scale Controls. .	11
Section 27.	'Regulations'	5	Section 3.	Excavation and Underground Utilities.	12
Section 28.	'Signs' or 'Signage'	5	Section 4.	Governmental Agreements . .	12
Section 29.	'Submittal'	5	Section 5.	Landscaping.	12
Section 30.	'Tentative Map Conditions' . .	5	Section 6.	Signs.	12
Section 31.	'Transportation Management Plan'	5	Section 7.	Parking Areas.	12
Section 32.	'Unimproved Developable Area'	5			
Article II	Membership and Voting Rights; Duties of the Corporation . . .	5			
Section 1.	Membership in Corporation. . .	5			
Section 2.	Classes of Membership. . . .	5			
Section 3.	Approval by the Members. . .	6			
Section 4.	Duties of the Corporation. . .	6			
Section 5.	Non-Liability of Board. . . .	6			

Section 8.	Storage and Loading Areas. . .	13
Section 9.	Inspection.	13
Section 10.	Partition; Division of Land. . .	13
Section 11.	Completion of Construction . .	13
Section 12.	Damage to or Destruction of Improvements On a Buildable Lot	14
Section 13.	Damage to or Destruction of Improvements on the Common Area or Maintenance Area . .	14

Article VI	Regulation of Operations and Uses	14
------------	--	----

Section 1.	Permitted Uses.	14
Section 2.	Prohibited Operations and Uses.	14
Section 3.	Other Operations and Uses. .	15
Section 4.	Maintenance and Repairs. . .	16
Section 5.	Indemnity	16

Article VII	Easements	17
-------------	---------------------	----

Section 1.	Performance and Discharge of Rights and Duties	17
Section 2.	Utility Easements	17
Section 3.	Cal Trans Easement	17
Section 4.	SDG&E Easement	17
Section 5.	Common Area Lot.	18
Section 6.	Encroachments.	18

Article VIII	Insurance	18
--------------	---------------------	----

Section 1.	Hazard Insurance.	18
Section 2.	Liability Insurance.	18
Section 3.	Other Insurance	18

Article IX	Corporation Maintenance Responsibilities	19
------------	---	----

Article X	Enforcement	19
-----------	-----------------------	----

Section 1.	Persons Who May Enforce. . .	19
Section 2.	Notice of Claim of Breach. . .	19
Section 3.	Right to Enter, Repair, Maintain and Restore	19
Section 4.	Mortgage Protection.	20

Article XI	General Provisions	20
------------	------------------------------	----

Section 1.	Survival.	20
Section 2.	Termination or Modification. .	20
Section 3.	Assignment by Declarant. . .	21
Section 4.	Constructive Notice; Leases.	21
Section 5.	Term of Restrictions; Extensions.	21

**Declaration of Restrictions
(Allred Collins Corporate Center)**

THIS DECLARATION OF RESTRICTIONS (the "Declaration") is made by ALLRED COLLINS BUSINESS PARK PARTNERSHIP, a California general partnership (the "Declarant"), as of July 31, 1990, with reference to the following:

RECITALS:

A. The Declarant owns that certain real property (the "Real Property") located in the City and County of San Diego, California, more particularly described as follows:

Lots 1 through 14, inclusive, of Allred Collins Business Park West, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 12675, filed in the Office of the County Recorder of San Diego, on July 31, 1990.

B. The Declarant intends to develop the Real Property into a business park containing light manufacturing, corporate office, research and development and commercial uses.

C. The Declarant has caused to be formed ALLRED COLLINS CORPORATE CENTER PROPERTY OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation (the "Corporation"), to act as the property owners association for the Real Property. The owners of the Real Property shall be obligated to be members of the Corporation. The Corporation will manage and maintain that portion of the Real Property which is "Common Area" (hereinafter defined) and certain other property which is "Maintenance Area" (hereinafter defined) and shall have such powers and duties as are set forth in this Declaration and the Bylaws of the Corporation.

D. The Declarant wishes to subject the Real Property in accordance with a common plan to certain covenants, conditions and restrictions for the benefit of the Declarant and any and all future owners of the Real Property. The purpose of this Declaration is

(i) to insure proper development and use of the Real Property, to be known as ALLRED COLLINS CORPORATE CENTER, as a "Planned Development" within the meaning of Section 1351(K) of the Davis-Stirling Common Interest Development Act set forth in California Civil Code Sections 1350 et seq., (ii) to protect the owner of each "Lot" (hereinafter defined) against any improper development and use of surrounding Lots which might depreciate the value of the Lots, (iii) to prevent the erection on the Real Property of structures built of improper design or materials, (iv) to encourage the erection of attractive Improvements (hereinafter defined) at appropriate locations, (v) to prevent haphazard and inharmonious Improvements (hereinafter defined), (vi) to secure and maintain proper setbacks from streets and adequate free spaces between structures, (vii) to enhance and protect the value, desirability and attractiveness of all the Real Property, and (viii) in general to provide adequately for a high type and quality of improvement of the Real Property in accordance with a uniform plan of development.

NOW, THEREFORE, the Declarant hereby certifies and declares and does hereby establish the following general plan for the protection and benefit of the Real Property, and does hereby fix the following protective covenants, conditions and restrictions upon each and every ownership interest in the Real Property, under and pursuant to which covenants, conditions and restrictions each ownership interest in the Real Property shall be hereafter held, used, occupied, leased, sold, encumbered, conveyed and transferred. Each and all of the covenants, conditions and restrictions set forth herein are for the purpose of protecting the value and desirability of, and shall inure to the benefit of, all of the Real Property and shall run with and be binding upon and pass with the Real Property and each and every ownership interest therein and shall inure to the benefit of, apply to and bind the respective successors in title or interest of the Declarant.

Article I

Definitions

Section 1.

"Acutely Hazardous Waste" shall mean and refer to "acutely hazardous waste" as defined under Section 25110.02 of the California Health & Safety Code, Division 20, Chapter 6.95 (Hazardous Waste Control Law), including all substances listed or otherwise referred to as "extremely hazardous waste" in 40 Code of Federal Regulations Parts 300 and 355 to the extent such list is adopted for use by the relevant state agencies, as the same may be amended, supplemented or replaced from time to time.

Section 2.

"Articles" shall mean and refer to the Articles of Incorporation of the Corporation as they may from time to time be amended.

Section 3.

"Assessment" shall mean and refer to any or all of the Assessments hereinafter defined:

(a) "Regular Assessment" shall mean and refer to a charge against each Buildable Lot representing a portion of the cost to the Corporation to exercise its rights and discharge its duties hereunder and to provide for and promote the health, safety and welfare of the Owners of the Lots, and to establish and maintain reserves for such purposes.

(b) "Special Assessment" shall mean and refer to a charge against each Buildable Lot representing a portion of the cost to the Corporation for the installation, construction, unexpected repair or replacement of any Improvements, including the necessary fixtures and personal property related thereto, on any portion of the Real Property upon which the Corporation may be required to install, construct, repair or replace any Improvements as provided in this

Declaration, which cost has not been provided for by reserves established by Regular Assessments paid by the Owners of Buildable Lots.

(c) "Enforcement Assessment" shall mean and refer to a charge against a particular Buildable Lot, directly attributable to such Buildable Lot, for a reasonable fine or penalty levied by the Corporation for a violation of this Declaration or the Articles and Bylaws, or for certain costs incurred by the Corporation for materials or services furnished to such Buildable Lot as a result of any Owner failing to maintain any portion of its Buildable Lot in accordance with the provisions of this Declaration or for material or services furnished to any portion of any Buildable Lot which the Corporation maintains pursuant to this Declaration, as a result of the negligence or willful misconduct of any Owner, its employees, guests or invitees, or for excessive use or special use of the services or facilities provided by the Corporation, including but not limited to trash removal and maintenance of improvements.

Section 4.

"Board" shall mean and refer to the Board of Directors of the Corporation.

Section 5.

"Buildable Lots" shall mean and refer to all Lots other than the Common Area Lots.

Section 6.

"Bylaws" shall mean and refer to the Bylaws of the Corporation as they may from time to time be amended.

Section 7.

"City" shall mean and refer to the City of San Diego, California, a municipal corporation.

Section 8.

Miss
'Common Area' or 'Common Area Lots' shall mean and refer to Lot 14 shown on the map attached hereto as Exhibit 'A', which is reserved as open space, and that portion of Lot 5 shown on the map attached hereto as Exhibit 'A', on which will be located a sewer pump station serving the entire Allred Collins Corporate Center and connected to the City sewer system, which pump station shall be maintained by the Corporation and operated by the City in accordance with requirements established by the City.

Section 9.

'Corporation' shall mean and refer to ALLRED COLLINS CORPORATE CENTER PROPERTY OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation, and its successors and assigns.

Section 10.

'Declarant' shall mean and refer to only ALLRED COLLINS BUSINESS PARK PARTNERSHIP, a California general partnership, doing business as ALLRED COLLINS CORPORATE CENTER, its general partners and their respective general partners, or any Mortgagee of the Declarant which may take title to a portion of the Real Property owned by the Declarant by foreclosure or acceptance of a deed in lieu thereof. Except as provided herein, the Declarant shall have no right to assign its rights as Declarant hereunder.

Section 11.

'Declaration' shall mean and refer to this Declaration of Restrictions for Allred Collins Corporate Center as it may from time to time be amended.

Section 12.

JB
Chapman
5/1/91
'Design Guidelines' shall mean and refer to those certain 'Allred Collins Corporate Center Design Guidelines' dated July 31, 1990.

Section 13.

'Developable Area' shall mean and refer to the gross area of each Buildable Lot, minus any portion thereof which is subject to an open space easement. The Developable Area of each Buildable Lot, configured as of the recordation of this Declaration, is as set forth in the table attached hereto as Exhibit 'B'.

Section 14.

'Hazardous Substance' shall mean and refer to any hazardous substance, hazardous waste, hazardous constituent, toxic substance, pollutant, contaminant, or chemical known to the State of California to cause cancer or reproductive toxicity, as such or similar terms are defined by or otherwise subject to regulation by any local governmental authority, the State of California or the United States Government. The term 'Hazardous Substance' includes, but is not limited to, any material or substance which is (i) defined as a 'hazardous waste' under Section 25115 of the California Health & Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a 'hazardous substance' under Section 25316 of the California Health & Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a 'hazardous material,' 'hazardous substance' or 'hazardous waste' under Section 25501 of the California Health & Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a 'hazardous substance' under Section 25281 of the California Health & Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum product, (vi) asbestos, (vii) designated as a 'hazardous substance' pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (viii) defined as a 'hazardous waste' pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), or (ix) defined as a 'hazardous substance' pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601), as each of the foregoing may

be amended, supplemented or replaced from time to time.

Section 15.

"Improvements" shall mean all buildings, accessory structures, roads, driveways, parking areas, loading areas, fences, walls, stairs, decks, poles, signs, drainage facilities, Landscape Improvements and all other structures or improvements of any kind.

Section 16.

"Infectious Waste" shall mean and refer to "infectious waste" as defined under Section 25117.5 of the California Health & Safety code, Division 20, Chapter 6.95 (Hazardous Waste Control Law), as the same may be amended, supplemented or replaced from time to time.

Section 17.

"Landscape Improvements" shall mean and refer to any plantings, ground cover, trees, vegetation and shrubbery existing on a Buildable Lot or any other portion of the Real Property or the public rights of way adjacent to the Real Property at the date hereof or hereafter installed, together with any irrigation systems and equipment installed in order to enable reasonable maintenance of such plantings, ground cover, trees, vegetation and shrubbery.

Section 18.

"Lot" shall mean and refer to any lot or parcel shown upon any recorded Final Map or Parcel Map (as those terms are defined in the California Subdivision Map Act) covering any portion of the Real Property.

Section 19.

"Maintenance Area" shall mean and refer to (i) that area of the Real Property encumbered by easements in favor of the Corporation, as herein granted, for the erection and maintenance of Monument Signage, as shown on Exhibit 'A' attached hereto, (ii) that area of the Real Property encumbered by easements in favor of the Corporation, as herein granted,

for the maintenance of Landscape Improvements and Signage other than Monument Signage, as shown on Exhibit 'A' attached hereto, (iii) in the event such easement is granted and the facilities allowed thereby are installed, that area of the Real Property encumbered by an easement in favor of the City for non-vehicular and pedestrian uses, as shown on Exhibit 'A' attached hereto, (iv) all slopes on the Real Property which are greater than five (5) feet in height and which are located along common property lines between Lots as shown on Exhibit 'A' attached hereto, (v) all areas within public rights of way which the Corporation is obligated or elects to maintain pursuant to the PID Permit or any other agreement between the Corporation, the Declarant and/or the City, including without limitation landscaping and irrigation systems in any parkways and street medians and street furniture, Signs and light fixtures related thereto, (vi) all landscaping within the open space easements located adjacent to Interstate 805, State Route 52 and 'A' Street as shown on Exhibit 'A' attached hereto, and (vii) and any other area accepted into the Maintenance Area by the Board pursuant to Article IX herein.

*CHM/10/10/90
P10
20*

Section 20.

"Member" shall mean and refer to every person or entity who is the Owner of any Lot.

Section 21.

"Monument Signage" shall mean and refer to monument signage on those portions of the Real Property designated as locations for "monument signage" or "entry signage" on the map attached hereto as Exhibit 'A'.

Section 22.

"Mortgage" shall mean and refer to a deed of trust as well as a mortgage.

Section 23.

"Mortgagee" shall mean and refer to a beneficiary under or holder of a deed of trust as well as a mortgagee.

Section 24.

"Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any Lot which is a part of the Real Property.

Section 25.

"PID Permit" shall mean and refer to Planned Industrial Development Permit No. 89-0210 as such Permit may be amended from time to time.

Section 26.

"Planning and Development Board" shall mean and refer to the board appointed pursuant to Article IV of this Declaration.

Section 27.

"Regulations" shall mean all present and future governmental laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments and other governmental requirements applicable to the Real Property, including without limitation the PID Permit and Tentative Map Conditions.

Section 28.

"Signs" or "Signage" shall mean and refer to all names, logos, insignia and other writings and markings affixed, inserted, erected or maintained on a Buildable Lot, any Improvement to a Buildable Lot, or any other portion of the Real Property.

Section 29.

"Submittal" shall mean and refer to all documents required to be submitted to the Planning and Development Board pursuant to this Declaration and the Design Guidelines.

Section 30.

"Tentative Map Conditions" shall mean and refer to all conditions imposed by the City upon Declarant's Tentative Map No. 90-0433, as such conditions may be amended from time to time.

Section 31.

"Transportation Management Plan" shall mean and refer to a transportation management plan adopted by the Board as required by the PID Permit, but implemented by each Owner with respect to his Buildable Lot.

Section 32.

"Unimproved Developable Area" shall mean and refer to all Developable Area within the Buildable Lots, excluding any Developable Area within a Buildable Lot on which the Declarant shall have constructed or caused to be constructed a building or other substantial improvement or structure.

Article II

**Membership and Voting Rights;
Duties of the Corporation**

Section 1.

Membership in Corporation. Every Owner shall be a Member of the Corporation. Membership shall be appurtenant to and may not be separated from the ownership of a Lot. Every Owner shall promptly, fully and faithfully comply with and abide by the Declaration, Articles and Bylaws and the rules and regulations adopted from time to time by the Board and the officers of the Corporation.

Section 2.

Classes of Membership. The Corporation shall have two (2) classes of voting membership, as set forth in the Bylaws. All Owners, with the exception of the Declarant, shall be Class A Members. The Class B Member shall be the Declarant.

The Class B Member shall be entitled to one (1) vote for each one thousand (1,000) square feet of Developable Area within each Buildable Lot owned by the Declarant, rounded to the nearest whole number of votes. The Class B Membership shall be converted to Class A Membership upon the earlier to occur of (i) the date that the Declarant no longer owns

fee title to more than ten percent (10%) of the total of all Unimproved Developable Area within the Buildable Lots, (ii) the date that is ten (10) years from the date of recordation of this Declaration or (iii) the date that the Declarant fails to vote, either affirmatively or negatively, as provided in the Bylaws and this Declaration more than three (3) consecutive times in any six (6) month period after having actually received notice of a request for a vote in accordance with the terms of the Bylaws and after having been given an opportunity to so vote.

Class A Members shall be entitled to one (1) vote for each one thousand (1,000) square feet of Developable Area within each Buildable Lot which they own, rounded to the nearest whole number of votes.

The Developable Area of each Buildable Lot and the number of votes allocated to each Buildable Lot are conclusively deemed to be as set forth in the table attached hereto as Exhibit "B".

When more than one (1) person holds an interest in any Buildable Lot, the vote or votes for such Buildable Lot shall be exercised as they among themselves determine but in no event shall more than one vote per one thousand (1,000) square feet of Developable Area be allocated to any one Buildable Lot.

Section 3.

Approval by the Members. Any provision of this Declaration or the Bylaws which requires the approval of a specified majority or percentage of the voting power of the Members (other than the election of directors serving on the Board) shall be deemed satisfied by (i) the vote of the specified majority or percentage of the Class A Members; provided, however, that such percentage shall be no less than a majority vote of an authorized quorum, and (ii) the affirmative vote by the Class B Member so long as the Class B Membership shall exist and shall not have been converted to Class A Membership.

Section 4.

Duties of the Corporation. The Corporation, acting through the Board, shall have the sole and exclusive right and duty to (i) manage, operate, control, repair, replace and restore the Common Area and the Maintenance Area, including the Improvements, trees, shrubbery, plants and grass thereon, as is more fully set forth in Article IX of this Declaration, (ii) adopt the Transportation Management Plan, (iii) pay taxes and charges assessed against the Corporation, the Common Area or the Maintenance Area, (iv) procure comprehensive public liability, casualty, workers' compensation and directors' and officers' liability insurance, and (v) prepare budgets and financial statements for the Corporation and to distribute such budgets and financial statements as required by applicable law or as otherwise provided in the Bylaws, all as more fully set forth in this Declaration or the Bylaws. Any and all of such duties may be carried out by the Corporation, affiliates of the Corporation, or authorized agents or representatives thereof; provided, however, that any management fees for any and all such activities shall be no more than is customary and reasonable. In order to carry out the foregoing rights and duties, the Corporation may exercise all of the powers of a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law of the State of California.

Section 5.

Non-Liability of Board. In discharging their duties and responsibilities, the Board acts on behalf of and as the representative of the Corporation, which acts on behalf of and as the representative of the Owners, and no member of the Board shall be individually or personally liable for performance or failure of performance of his duties and responsibilities unless he fails to act in good faith.

Article III

Assessments

Section 1.

Creation of Liens. The Declarant, for each Buildable Lot owned, hereby covenants, and each Owner of a Buildable Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Corporation: (i) Regular Assessments at the rate set forth on Exhibit 'B' attached hereto, (ii) Special Assessments, and (iii) Enforcement Assessments. All Assessments, together with interest, costs, penalties and reasonable attorneys' fees, shall be a charge on each Buildable Lot and shall be a continuing lien upon each Buildable Lot against which each such Assessment is made. Each Assessment, together with interest, costs, penalties and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of such Buildable Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall remain the personal obligation of the previous owner and shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2.

Purpose of Assessments. Assessments levied by the Corporation shall be used exclusively to pay the cost to the Corporation of exercising its rights and discharging its duties as set forth herein, to promote the recreation, health, safety and welfare of the Members, and to recover fines, penalties and costs incurred by the Corporation as a result of the default by any Owner in performing its obligations hereunder.

Section 3.

Rate of Assessments. Both Regular Assessments and Special Assessments shall be fixed for all Buildable Lots at a uniform rate based upon the number of square feet of Developable Area for each Buildable Lot. The rate of such Assessments, at the date of

recordation of this Declaration, is as set forth in the table attached hereto as Exhibit 'C.'

Section 4.

Regular Assessments. The amount of Regular Assessments for a fiscal year of the Corporation shall be determined by the Board after giving due consideration to the current maintenance costs and future needs of the Corporation, including the buildup of reserves for working capital and contingencies. The Board shall fix the amount of Regular Assessments and Capital Improvement Assessments against each Buildable Lot for each fiscal year by a notice given to the Members at least thirty (30) days in advance of such year, provided that (i) the Board may increase or decrease the amount of Regular Assessments on no more than two (2) occasions during any fiscal year by giving at least thirty (30) days' notice to the Members and (ii) Regular Assessments for any one fiscal year may not be increased more than twenty percent (20%) during such fiscal year, without the vote or written assent of a majority of the voting power of the Members. Regular Assessments shall be paid in monthly installments due on the first day of each calendar month.

Section 5.

Special Assessments. The Corporation may levy in any calendar year a Special Assessment applicable to that year only. No Special Assessment shall exceed in the aggregate during any fiscal year of the Corporation an amount equal to twenty percent (20%) of the budgeted gross expenses of the Corporation for that fiscal year, without the vote or written assent of a majority of the voting power of the Members. The Board shall fix the amount of all Special Assessments by notice given to the Members at least sixty (60) days in advance of the date such Assessments shall become due.

Section 6.

Enforcement Assessments. Each Owner shall be liable to the Corporation by way of Enforcement Assessment for any damages to the Common Area or the Maintenance Area or

to any of the equipment or Improvements thereon which may be sustained by reason of the negligence or willful misconduct of said Owner, or of its lessees, sublessees, tenants, employees, agents, guests or invitees, both minor and adult. Any expense incurred by the Corporation in repairing such damage, together with costs and attorneys' fees, shall be a debt of the Owner causing the same, and the Board may specifically assess, by way of Enforcement Assessment, said Owner for the amount thereof to the extent that any such damage shall not be covered by a policy of insurance. The Board may also levy Enforcement Assessments (i) to reimburse the Corporation for steps taken pursuant to Article X of this Declaration, or (ii) for steps taken by the Corporation to remedy any wrongful violation of this Declaration.

Section 7.

Commencement of Assessments; Estoppel Certificate. Regular Assessments provided for herein shall commence as to all Buildable Lots on the first day of the month following the first conveyance by the Declarant of a Buildable Lot to an Owner. The Corporation shall, within twenty (20) days after request therefor and for a reasonable charge, furnish an estoppel certificate signed by an officer of the Corporation setting forth whether the Assessments on a specified Buildable Lot have been paid and whether the Owner of a specified Buildable Lot is or is not in compliance with the terms of this Declaration.

Section 8.

Delinquent Assessments. Any Assessment not paid within thirty (30) days after the due date shall be delinquent and shall bear interest from the due date at the maximum rate then allowed by law. The Corporation may bring an action at law against the Owner personally obligated to pay the same, and, in addition thereto or in lieu thereof, may foreclose any Regular or Special Assessment lien against the Buildable Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or the Maintenance Area or abandonment of his Buildable Lot.

The Corporation may foreclose Regular or Special Assessment liens by non-judicial foreclosure under a power of sale hereby granted. Any non-judicial foreclosure sale shall be conducted in accordance with provisions of the Civil Code of the State of California, including without limitation, Section 1367 thereof or any successor statute or law, as the Civil Code may hereafter be modified or amended, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The Corporation, through its duly authorized agents, shall have the right to bid on the Lot at foreclosure sale, and to acquire and hold, mortgage and convey the same.

No action shall be brought to foreclose a Regular or Special Assessment lien or to proceed under the power of sale herein provided until thirty (30) days from the date (i) a notice of delinquent assessment is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot, and (ii) a copy thereof is recorded by the Corporation in the Office of the San Diego County Recorder. Said notice of delinquent assessment must recite a good and sufficient legal description of any such Lot, the Owner or reputed Owner thereof, the amount claimed, including interest, reasonable attorneys' fees and expenses of collection incurred in connection with the debt secured by said lien, and the name and address of the claimant.

Section 9.

Subordination to First Mortgages. The lien of Assessments provided for herein shall be subordinate to the lien of any first Mortgage given for value. The sale or transfer of any Buildable Lot shall not effect or extinguish an Assessment against such Buildable Lot; provided, however, that the sale or transfer of any Buildable Lot pursuant to first Mortgage foreclosure, deed in lieu of foreclosure or power of sale shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer; provided, further, that notwithstanding such extinguishment, the personal obligation of the Owner of any such Buildable Lot shall survive

and continue to be payable to the Corporation and no sale or transfer shall relieve such Buildable Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Article IV

Planning and Development Board; Approval of Plans

Section 1.

Planning and Development Board. The Declarant hereby establishes a Planning and Development Board to act for the benefit of Allred Collins Corporate Center as a whole. The Planning and Development Board shall consist of three (3) persons initially appointed by the Declarant who need not be Owners; provided, however, that at all times at least one of such persons shall be a licensed architect. The Planning and Development Board on the date of recordation of this Declaration, shall consist of: Douglas O. Allred, Robert A. Stine and Walter Conwell, A.I.A. After the initial appointment of the members of the Planning and Development Board, all vacancies on the Planning and Development Board shall be filled by appointment by the Board; provided, however, that so long as the Class B Membership shall exist and shall not have been converted to Class A Membership, each of said persons so appointed shall be subject to removal at the direction of the Declarant at any time and from time to time.

Section 2.

Disclosure and Waiver of Conflict of Interest. The Declarant hereby discloses that (i) the members of the Planning and Development Board may be affiliated with and employed by the Declarant, and (ii) should the Declarant submit plans and specifications to the Planning and Development Board, the members of the Planning and Development Board, appointed by the Board may be in a conflict of interest in rendering their decisions. Neither the Declarant nor any member of the Planning and Development Board shall have

any liability to any Owner, lessee, sublessee, tenant or other person by reason of decisions which may benefit the Declarant rendered in good faith and for the benefit of the project as a whole by the Planning and Development Board or any member thereof while in a conflict of interest, and each Owner, lessee, sublessee and tenant hereby waives any claim of liability against the Declarant, the Planning and Development Board, or any member thereof based on such conflict of interest. Nothing herein stated is intended to limit the application or meaning of Section 13 below.

Section 3.

Plan Review. No Improvement of any nature whatsoever (including, but not limited to, any alteration or addition to any Improvements existing from time to time) shall be constructed, placed or assembled and maintained on any Buildable Lot until the Submittals for such Improvement required by this Declaration and the Design Guidelines shall have been approved in writing by the Planning and Development Board. Each Submittal, in order to receive proper and timely consideration, shall contain at least the information listed by types of Submittal in the Design Guidelines.

Section 4.

Review Procedures. The Planning and Development Board may from time to time adopt procedures for review of Submittals. All Submittals by an Owner shall comply with the Design Guidelines unless such Submittals have been approved by the Planning and Development Board prior to the adoption of the Design Guidelines. All Submittals by an Owner shall also comply with all Regulations. The timing of submission of Submittals to the City is subject to certain restrictions as set forth in the Design Guidelines.

Section 5.

Approvals. The Planning and Development Board shall not unreasonably withhold its approval of any Submittal. Subject to the provisions of Article V below, the Planning and Development Board shall be conclusively deemed to have given its approval thereof

unless, within sixty (60) days, as procedurally prescribed in the Design Guidelines, after any such Submittal has been received, the Planning and Development Board shall give express written notice specifying in reasonable detail each item which it disapproves. Unless so disapproved, the Planning and Development Board shall endorse its approval on one set of Submittal documents and return the same to the person from whom the documents were received.

Section 6.

Basis of Approval. Without limiting the generality of the foregoing, the Planning and Development Board may disapprove any Submittals which are not in harmony or conformity with (i) the Design Guidelines, (ii) the PID Permit, (iii) other existing or proposed Improvements on or in the vicinity of the Lot, or (iv) the master utility, circulation or general aesthetic or architectural or landscape plans and criteria for the Buildable Lot, the Real Property and the general area in which the Buildable Lot is located, including, but not limited to, such matters as adequacy of Buildable Lot and Improvement dimensions or external appearance, relation of topography, grade and elevation of the Buildable Lot being improved with neighboring Lots and nearby streets, and the effect of location and use of Improvements on neighboring Lots, Improvements or operations.

Section 7.

Prior Notice of Construction Starts. Each Owner shall give the Planning and Development Board and each Owner of adjoining Buildable Lots at least three (3) working days' prior written notice of the commencement of any work of Improvement on its Buildable Lot.

Section 8.

Certificates of Compliance. Prior to pouring foundations for any work of Improvement on a Buildable Lot, the Owner shall supply the Planning and Development Board with a certification by a duly licensed civil engineer or land surveyor verifying that the proposed foundation is located on the correct Buildable

Lot and in accordance with the Submittals previously approved by the Planning and Development Board. Upon completion of any Improvements, the Owner shall supply the Planning and Development Board with a certification by a duly licensed or registered architect (including the landscape architect in the case of Landscape Improvements) that the Improvements, as designed by such architect and landscape architect, have been completed in accordance with the working drawings and final plans and specifications previously approved by the Planning and Development Board.

Section 9.

Identical Replacements. Notwithstanding the foregoing, any Improvement on a Buildable Lot for which Submittals were previously approved by the Planning and Development Board as provided above, may be repaired, replaced or reconstructed without obtaining the approval of the Planning and Development Board, but only if such repair, replacement or reconstruction is substantially identical to the Improvement previously so approved.

Section 10.

Presumption of Compliance. Notwithstanding anything to the contrary herein contained, after the expiration of one (1) year following the date of receipt by the Planning and Development Board of the Certificate of Compliance referred to in Article IV, Section 7 above, for any Improvement, said Improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article IV, unless actual notice of such noncompliance or noncompletion, executed by the Planning and Development Board, shall appear of record in the Office of the County Recorder of San Diego County, California, or unless legal proceedings shall have been instituted to enforce compliance. Within twenty (20) days after written demand is delivered to the Planning and Development Board by any Owner, and upon payment of a reasonable fee, the Planning and Development Board shall deliver an estoppel certificate signed by any two members of the Planning and

Development Board, certifying (with respect to any Buildable Lot of said Owner) that as of the date thereof either (i) all Improvements made and other work done upon or within said Buildable Lot comply with the provisions of this Article IV, or (ii) such Improvements or work do not so comply, in which event the certificate shall also identify the non-complying Improvements or work and set forth with particularity the basis of such noncompliance.

Section 11.

Fee. The Planning and Development Board may charge and collect a reasonable fee for the examination of any Submittal, including without limitation the cost of any architect, engineer or consultant retained by the Planning and Development Board to assist in the evaluation of such Submittal. The amount of the fee may be modified from time to time by the Planning and Development Board to reflect changed circumstances, such as increased costs due to inflation.

Section 12.

Variances and Amendments. Where circumstances, such as topography, the location of Lot lines or other matters, require or justify it, the Planning and Development Board may allow reasonable variances from the restrictions and other provisions contained in this Declaration, provided that any such variance shall be (i) in writing, (ii) recorded if requested by the Owner of the Buildable Lot affected thereby, and (iii) in keeping with the general intent of this Declaration. In addition, the Planning and Development Board may, with the consent of a majority of the voting power of the Members, from time to time amend the Design Guidelines.

Section 13.

Exculpation. Neither the Declarant nor the Planning and Development Board nor the Board nor any member thereof shall be liable in damages to anyone making Submittals as provided herein, or to any Owner, licensee or other person subject to or affected by this Declaration, on account of (i) the approval or disapproval of any Submittal, whether or not defective; (ii) any construction, performance or

nonperformance by an Owner of any work on any Buildable Lot or Improvements, whether or not pursuant to approved Submittals; (iii) any mistake in judgment, negligence, action or omission in exercising its rights, powers and responsibilities hereunder; and (iv) the enforcement or failure to enforce any of these restrictions; provided, however, that this exculpation provision shall not apply to any employee retained by the Declarant or the Planning and Development Board to the extent such employees may have separate contractual liability. Every person who makes Submittals for approval agrees by reason of such Submittal, and every Owner of a Buildable Lot, Improvements or any portion thereof, agrees by acquiring title or an interest therein, not to bring any suit or action against the Declarant, the Board, the Planning and Development Board or any member thereof seeking to recover any such damages. The Declarant's or the Planning and Development Board's approval of any Submittal shall not constitute the assumption of any responsibility by, or impose any liability upon, the Declarant, the Board, the Planning and Development Board or any member thereof or their representatives as to the accuracy, efficacy or sufficiency thereof. Approval or disapproval of any Submittal by the Planning and Development Board shall not constitute a determination as to the structural integrity, adequacy or fitness of the Improvements contemplated by such Submittal.

Article V

Regulation of Improvements

Section 1.

General Requirements. All Improvements to a Buildable Lot must comply with the following requirements, in addition to those set forth in the PID Permit, the Design Guidelines and other Regulations.

Section 2.

Density and Scale Controls. The PID Permit contains certain density and scale controls, including controls relating to the allocation

and reallocation of average daily trip rates ("ADT's") and floor-to-area ratios ("FAR's") for Improvements on the Real Property, which controls are incorporated herein by reference and shall be administered by the Planning and Development Board. The initial allocation of ADT's pursuant to the PID Permit for each Buildable Lot is as set forth on the table attached hereto as Exhibit 'C.' Such allocation, however, is subject to change from time to time as contemplated by the PID Permit, and by the terms of the grant deed by which title to the Buildable Lot is conveyed by the Declarant to the initial purchaser thereof; provided, however, that once an allocation of ADT's has been allocated in the grant deed by which title to a Buildable Lot is conveyed, the Planning and Development Board shall not change or reallocate such ADT's.

Section 3.

Excavation and Underground Utilities. No excavation shall be made except in connection with the construction of an Improvement, and upon completion thereof, exposed openings shall be backfilled and disturbed ground shall be graded, leveled and restored to a condition approved by the Planning and Development Board. All telephone, electrical and utility lines shall be installed underground, except that transformer and terminal equipment related thereto may be installed above ground if screened from view of adjacent streets and Lots.

Section 4.

Governmental Agreements. No Owner shall enter into any contract or agreement with the City, the County of San Diego or other government agency or body or public utility with reference to sewer lines or connections, water lines or connections, or street Improvements (including, but not limited to, curbs, gutters, parkways, street lighting or other utility connections, lines or easements) relating to the Real Property or any Lot without the prior written consent of the Board or the Planning and Development Board.

Section 5.

Landscaping. Every Buildable Lot improved with a building or other substantial structure shall be landscaped as approved by the Planning and Development Board in accordance with a phased landscaping plan and schedule approved by the Planning and Development Board or, if no such phased landscaping plan and schedule has been submitted and approved, within the earlier to occur of (i) ninety (90) days following occupancy or (ii) completion of such structure in accordance with the plans and specification approved by the Planning and Development Board. All such landscaping shall be maintained thereafter in a consistent, sightly and well kept condition. All unpaved areas between street curbs and the setback lines prescribed above shall be fully and adequately landscaped. Sprinklers and other reasonable and adequate landscape irrigation maintenance facilities shall be provided for all landscaped areas on each Buildable Lot, and shall be configured separately from the irrigation maintenance facilities for the Common Area and the Maintenance Area to allow for separate metering of water and utilities supplied to such Buildable Lot. Each Owner of a Buildable Lot shall install complete landscape Improvements and provide continuous maintenance for all planted and undeveloped areas upon its Buildable Lot, and shall keep the same free and clear of weeds, debris and rubbish, in a neat and clean condition, subject to the Corporation's obligation to maintain the Maintenance Area on any Buildable Lot.

Section 6.

Signs. All Signs on any Buildable Lot shall be subject to the written approval of the Planning and Development Board. Requests for approval of proposed Signs shall be made by the Owner in accordance with Article IV above.

Section 7.

Parking Areas. Adequate off-street parking shall be provided to accommodate all parking needs for employees, visitors and company vehicles on each Buildable Lot. The intent of

this provision is to eliminate the need for any on-street parking. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided to satisfy the intent of this Section. No designated commercial truck parking area shall be permitted on any Lot unless trucks parked in such designated areas are screened from view from other Lots within the Real Property and from all public streets by visual barriers approved by the Planning and Development Board.

Section 8.

Storage and Loading Areas. No materials, supplies or equipment, including trucks, shall be stored in any area on a Lot, except inside a closed building or behind an approved visual barrier which screens such areas from the view of adjoining Lots and/or public streets. Loading and service areas shall not encroach into setback areas unless specifically approved by the Planning and Development Board in writing at its sole discretion. Loading areas and docks shall be set back and screened to minimize the visual and noise effects from streets and to screen such areas and docks from public view.

Loading shall not be permitted within any setback area nor from that portion of a structure fronting a street unless specifically approved by the Planning and Development Board in writing at its sole discretion. All loading areas shall be screened from view from all public streets by visual barriers approved by the Planning and Development Board.

Section 9.

Inspection. The Declarant, the Corporation, the Planning and Development Board and their authorized representatives (or either of them) may from time to time, during regular business hours and after twenty-four (24) hours' prior written notice, enter upon and inspect any Buildable Lot or any portion thereof, and the exterior of Improvements thereon, to ascertain compliance with this Declaration and/or these restrictions, but without obligation to do so or liability therefor.

Section 10.

Partition; Division of Land. There shall be no judicial partition of the Common Area or the Maintenance Area. Each Owner, whether by deed, gift, devise or operation of law, for his own benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests and causes of action for judicial partition of any interest in the Common Area and the Maintenance Area and does further agree that no action for judicial partition shall be instituted, prosecuted or reduced to judgment. No Lot shall be subdivided or resubdivided, and no Lot lines shall be adjusted, without the prior written approval of the Planning and Development Board. If approval therefor is given, (i) those holding record fee title to the parcels created (the 'New Parcels') shall each be an Owner hereunder and a Member of the Corporation, (ii) the New Parcels shall each be accorded one (1) vote for each one thousand (1,000) square feet of Developable Area within each New Parcel, (iii) each New Parcel shall each be subject to the obligation to pay a share of the Assessments equal to a fraction of the rate previously applicable, the numerator of which shall be the number of square feet of Developable Area within such New Parcel and the denominator of which shall be the number of square feet of Developable Area within the Buildable Lot prior to its subdivision or resubdivision, which fraction shall be determined by the Planning and Development Board in its sole but reasonable discretion at no cost to the Association. Notwithstanding the foregoing, upon any such subdivision or resubdivision, the total number of votes and share of the Assessments allocated the subdivided or resubdivided Buildable Lot as shown on Exhibit 'B' attached hereto shall not change.

Section 11.

Completion of Construction. After commencement of construction of any Improvement to a Buildable Lot, the same shall be diligently prosecuted to completion so that no Improvement shall remain in a partly finished condition any longer than reasonably necessary for completion thereof. Upon completion of final grading of a Buildable Lot,

no surface drainage shall be directed across any portion of an adjoining Lot. All surface drainage shall be directed to a public street or into the underground drainage system.

Section 12.

Damage to or Destruction of Improvements On a Buildable Lot. In the event of partial or total damage to or destruction of any Improvement upon a Buildable Lot, the Owner thereof must elect, by written notice to the Planning and Development Board within sixty (60) days of the date of such damage or destruction, whether or not to repair and/or reconstruct such Improvement. If an Owner elects to repair and/or reconstruct such damaged Improvement, the Owner thereof shall diligently commence such repair and/or reconstruction in accordance with applicable provisions of this Declaration governing original construction of Improvements. If an Owner elects not to repair and/or reconstruct such damaged Improvement, the Owner thereof shall, within one hundred eighty (180) days of such election, raze the Improvement, or damaged portion thereof, remove all wreckage, foundations, slabs and other debris, restore the Buildable Lot, or affected portion thereof, to a level, clean and graded condition and thereafter maintain the Buildable Lot in accordance with the provisions of this Declaration.

Section 13.

Damage to or Destruction of Improvements on the Common Area or Maintenance Area. In the event of partial or total damage to or destruction of Improvements upon the Common Area or the Maintenance Area on Buildable Lots, the Corporation shall restore and repair the same to its former condition as promptly as practical, as hereinafter set forth. Notwithstanding the limitations imposed upon the Corporation's ability to charge Special Assessments as provided in Article I, Section 3(b) above, the Board may levy a Special Assessment against the Owners in an amount equal to the difference between the cost of repairing or rebuilding the Improvements to their original condition and the amount of available insurance proceeds; provided, however, that any such Special Assessment

shall be levied only when reserves from Regular Assessments are not adequate to cover such costs and when the amount of such Special Assessments are reasonably justified in order to maintain the economic value of the Real Property. The Corporation may rebuild such damaged or destroyed common facilities in a different manner, or in a different location on the Common Area or the Maintenance Area on Buildable Lots, as the case may be.

Article VI

Regulation of Operations and Uses

Section 1.

Permitted Uses. Each Buildable Lot may be used for the uses permitted by the applicable City zoning ordinances, subject to the restrictions contained in (i) the PID Permit, (ii) the Tentative Map Conditions, (iii) the deed pursuant to which the Declarant first conveyed the Buildable Lot to an Owner, and (iv) this Declaration.

Section 2.

Prohibited Operations and Uses. No use or operations will be made, conducted or permitted on or with respect to all or any part of any Lot or Improvement which is obnoxious to, or out of harmony with the development or operation of the business conducted on any of the Real Property, or other sites in the general vicinity of the Real Property. Included among the uses or operations which are prohibited because of their detrimental effect upon the general appearance of Lots, and their conflict with the reasonable standards of appearance and maintenance required by Declarant, are uses or operations which produce, or are accompanied by the following characteristics, which list is not intended to be all inclusive:

(a) Any use (other than approved construction) which emits dust, sweepings, dirt, cinders, fumes, gases, odors, acids, steam or other substances into the atmosphere, or discharges liquid, solid wastes

*Grading
May 21
Note from
Zoning
Dept.
Indicates
etc.*

or other matter into any water reclamation area or water way, or emits intense glare or heat, or atomic electromagnetic, microwave, ultrasonic, laser or other radiation, or emits any vibration, noise or sound, which in the opinion of the Declarant or the Board is so objectionable as to constitute a nuisance or which will not be adequately mitigated by screening, treatment or other abatement or control technologies.

(b) Any unusual firing, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks.

(c) Any mobile home or trailer court, service station, labor camp, junk yard, stock yard, distillation of bones, fat rendering, or animal raising, storage, slaughter or disposition of any kind.

(d) Any drilling for, excavation, refining and/or removal of earth materials, oil, gas, hydrocarbon substance, water, geothermal steam and any other subsurface substances of any nature whatsoever, except as part of normal grading operations in connection with construction of approved improvements.

(e) Any dumping, disposal, incineration or reduction of garbage, other than the handling thereof, in a reasonably clean and sanitary manner.

(f) Any auction, public sale or other auction house operation.

(g) Any commercial excavation of building or construction materials.

(h) Any smelting of iron, tin, zinc or any other ore.

(i) Commercial storage of petroleum products.

(j) Residential use of any type.

(k) Junk yards or recycling facilities.

(l) Cemeteries.

(m) Jail or honor farms.

(n) Labor or migrant worker camps.

(o) Truck terminals.

(p) Any use which (i) involves the treatment or storage of any Hazardous Substance on all or any portion of the Real Property; provided, however, that storage in small quantities of Hazardous Substances which are incidental to light manufacturing, corporate office, research and development and commercial uses is permitted so long as such storage is also maintained in compliance with all applicable laws, (ii) requires a permit or authorization or approval from any governmental authority for the removal, disposal, handling, transportation, treatment or other use of any Hazardous Substance, or (iii) involves the removal, disposal, handling, transportation, treatment or other use of any Acutely Hazardous Waste or Infectious Waste, unless, in each instance set forth in clauses (i), (ii) and (iii) above, specific approval therefor is obtained in advance from the Board, which approval may be withheld by the Board in its sole and absolute discretion. Notwithstanding the foregoing, the storage of Hazardous Substances or Acutely Hazardous Waste which is necessary for a newspaper printing operation is permissible so long as such storage is maintained in compliance with all applicable laws. No Owner shall cause, permit or allow any Hazardous Substance to be disposed of in or about the Real Property.

Section 3.

Other Operations and Uses.

(a) Operations and uses which are neither specifically prohibited nor specifically authorized by these restrictions may be permitted if operational plans and specifications are submitted to and approved in writing by the Planning and Development Board. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to this Declaration or upon the occupants thereof as determined by the Planning and Development Board in its sole discretion. If the Planning and Development Board fails either to approve or to disapprove such operational plans and specifications within sixty (60) days after the

same have been submitted to it, it shall be conclusively deemed that the Planning and Development Board has approved said plans and specifications.

(b) Neither the Declarant, the Board, the Planning and Development Board, the members thereof nor their successors or assigns shall be liable in damages to anyone submitting operational plans and specifications to them for approval, or to any Owner of land subject to this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such operational plans and specifications; provided, however, that this exculpation provision shall not apply to any employee retained by the Declarant or the Planning and Development Board to the extent such employee may have separate contractual liability. Every person who submits operational plans and specifications to the Planning and Development Board for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against the Declarant, the Board, the Planning and Development Board, the members thereof or their successor and assigns to recover any such damages.

Section 4.

Maintenance and Repairs. Each Buildable Lot and all Improvements thereon shall at all times be kept and maintained by the Owner thereof in first class condition, repair and appearance. All repairs, alterations, replacements and/or additions to Improvements shall be at least equal to the original work in class and quality. The necessity and adequacy of such repairs shall be measured by the same standard as set forth above for the original construction and maintenance. Each Owner shall also be responsible at all times for determining that all Improvements, and the plans and specifications therefor, shall conform and comply in all respects with these restrictions, all other restrictions of record, all applicable Regulations, the Design Guidelines and all exterior architectural design, location and color specifications as may be approved by

the Planning and Development Board. Each Owner shall also adopt and maintain such standards of property maintenance, appearance and housekeeping as shall be necessary or appropriate to keep and maintain the same in a first class condition, repair and appearance.

Section 5.

Indemnity. Each Owner shall indemnify, defend and hold the Declarant, the Corporation, the Board, the Planning and Development Board and all members thereof harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which may arise as a result of or in connection with (i) such Owner's breach of any prohibition stated in this Article VI, or (ii) any Hazardous Substance occurring in the soil, surface or groundwater in violation of applicable law in, on or under any portion of the Real Property or other property as a result of such Owner's activities on the Real Property. This obligation by the Owners to indemnify, defend and hold harmless includes, but is not limited to, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required as a result of the presence of Hazardous Substances in, on or under the soil or surface or groundwater in, on or under any portion of the Real Property on which such Hazardous Substance is present, diminution in value of all or a portion of the Real Property, damages for the loss or restriction on use of rentable, salable or usable portions of the Real Property on which such Hazardous Substance is present, damages arising from any adverse impact on the marketing of the Real Property on which such Hazardous Substance is present, and sums paid in settlements of claims, attorneys' fees, consultants' and laboratory fees and experts' fees. Without limiting the foregoing, if any Hazardous Substance is found in the soil or groundwater as a result of an Owner's activities on all or any portion of the Real Property, such Owner shall promptly take all actions at its sole costs and expense as are necessary to return the Real Property, or affected portions thereof, to the condition existing prior to the introduction of any such Hazardous Substance in accordance with

applicable law and the requirements of applicable governmental agencies having jurisdiction over the release of such Hazardous Substance.

Article VII

Easements

Section 1.

Performance and Discharge of Rights and Duties. The Declarant hereby reserves for itself, the Planning and Development Board, and their agents a non-exclusive easement for ingress and egress over the Real Property and each Buildable Lot during normal business hours or such other hours as an Owner may reasonably designate for the purpose of permitting the Corporation, the Board, the Planning and Development Board, the Declarant and their agents to discharge their rights and obligations as described in this Declaration; provided, however, that prior to exercising such right for ingress and egress to the interior of any Improvement, twenty-four (24) hours' prior written notice shall be given and the Owner of the subject Buildable Lot shall have the right to be present during the entry into the interior of any such Improvement.

Section 2.

Utility Easements. The Declarant hereby reserves, together with the right to grant and transfer the same, such rights of way and easements as may be necessary or convenient for the purpose of erecting, constructing, repairing, maintaining, replacing and operating utility services over, across, under and through the Real Property within the designated landscape setback areas, including without limitation underground wires, pipes and conduits for lighting, power, television, telephone and other communication facilities, gas, water, storm sewers, sanitary sewers, and other utility lines. The Declarant shall have the right to grant rights of way or easements within the designated landscape setback areas to others to carry out the foregoing purposes. Upon the laying, repair,

maintenance or replacement of any such lines, wires, pipes, conduits or sewers, the Real Property shall be restored to the same condition it was in prior to the doing of such work. Notwithstanding the foregoing, no rights of way or easements shall be granted by the Declarant for any of the foregoing purposes over or under (i) the landscape setback areas designated in the PID within Lot 4 and adjacent to Interstate 805, State Route 52 and Common Area Lot No. 14, and (ii) the landscape setback area designated in the PID between Lots 2 and 3 and the landscape setback area designated in the PID between Lots 3 and 4 so long as Lots 2, 3 and 4 remain in common ownership.

Section 3.

Cal Trans Easement. The Declarant hereby reserves the right to grant to the State of California an easement over and across each Lot abutting the right-of-way granted to the State of California by the United States of America, recorded on June 26, 1970, as Instrument No. 13830 in the Office of the County Recorder of San Diego, California for reasonable access to, and ingress and egress from, said right of way to allow the State of California to maintain its right of way and any facilities thereon in the manner described in, and under the terms and conditions of, the instrument granting said right of way, upon at least seventy-two (72) hours prior written notice to the Owner(s) of any Lot to be utilized for such access (except in the case of emergency, in which case no advance notice shall be required).

Section 4.

SDG&E Easement. Declarant hereby reserves the right to grant to San Diego Gas & Electric Company an easement over and across each Lot abutting the right of way granted to San Diego Gas and Electric Company by the United States of America, recorded on November 7, 1958, as Instrument No. 187253 in the Office of the County Recorder of San Diego, California for reasonable access to, ingress and egress from, said right of way to allow San Diego Gas and Electric Company to maintain its right of way and any facilities thereon in the manner described in, and

under the terms and conditions of, the instrument granting said right of way, upon at least seventy-two (72) hours prior written notice to the Owner(s) of any Lot to be utilized for such access (except in the case of emergency, in which event no advance notice shall be required).

Section 5.

Common Area Lot. A non-exclusive easement over, upon and across Common Area Lot No. 14 is hereby established in favor of all Owners and their employees; provided, however, that such easement is subject to any and all rules and regulations adopted by the Board governing access to, and the use of, such Common Area Lot.

Section 6.

Encroachments. Each Buildable Lot is hereby declared to have an easement over all adjoining property (including Buildable Lots) for the purpose of accommodating minor, unintentional encroachments not exceeding six (6) inches inside the boundary of adjoining property due to original engineering or surveying errors, errors in original construction of Improvements, errors in reconstruction or repair of Improvements in accordance with plans and specifications approved by the Planning and Development Board, or settlement or shifting or movement of an Improvement. In order to avoid surveying errors, prior to the construction of Improvements at or near the boundary of any Buildable Lot, the adjacent Owners may request from the Owner constructing such improvements a copy of any surveys made in anticipation of the construction of such Improvements.

Article VIII

Insurance

Section 1.

Hazard Insurance. The Corporation shall keep (i) any structure in the Common Area and the Maintenance Area insured against loss by fire

and the risks covered by a Special Form policy in the amount of the maximum insurable replacement value thereof, and (ii) all personalty owned by the Corporation insured with coverage in the maximum insurable fair market value of such personalty. Insurance proceeds for Improvements in the Common Area and Maintenance Area and personalty owned by the Corporation shall be payable to the Corporation.

Section 2.

Liability Insurance. The Corporation shall procure and keep in force public liability insurance in the name of the Corporation and the Owners against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area and the Maintenance Area in such amounts and with such deductibles as shall be considered good sound insurance coverage for properties similarly developed and improved.

Section 3.

Other Insurance. The Corporation may also obtain and maintain Director's and Officer's liability insurance and other insurance deemed necessary, desirable or prudent by the Board, so long as such other insurance is available at commercially reasonable costs, the premiums for which shall be carried by the Corporation, but shall be includable in the Regular Assessments levied by the Corporation.

Article IX

Corporation Maintenance Responsibilities

The Corporation shall maintain and provide for the maintenance of the Common Area and the Maintenance Area and all Improvements and Signage thereon in a first-class manner consistent with similar projects in Southern California. The Corporation shall have the right, but not the obligation, to accept into the Maintenance Area any other area upon approval of a majority of the voting power of the Members. The Owner of a Buildable Lot

effect 855 1 P.A. Park
shall not be responsible for the maintenance of any portion of its Buildable Lot which is within the Maintenance Area. The Corporation shall provide landscaping and gardening properly to maintain and periodically replace when necessary the trees, plants, grass and other Landscape Improvements originally placed in the Common Area or Maintenance Area by the Declarant or by an Owner pursuant to approved Submittals.

Article X

Enforcement

Section 1.

Persons Who May Enforce. In addition to the Corporation's right to enforce Assessment liens as set forth in Article III hereof, the Declarant, the Corporation, the Planning and Development Board and any Owner shall have the right to enforce by any proceedings at law or in equity the provisions of this Declaration. Failure by any such person or entity to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. These covenants, conditions and restrictions shall operate as covenants and equitable servitudes running with the land, and a breach of any of them or continuance of any such breach maybe enjoined, abated or remedied by appropriate proceedings. In the event legal action is commenced to enforce the provisions of this Declaration, the prevailing party shall be entitled to costs of suit and reasonable attorneys' fees.

Section 2.

Notice of Claim of Breach. The Declarant, the Corporation, the Planning and Development Board or any Owner may, at any time that the Declarant, the Corporation, the Planning and Development Board or any Owner deems a breach of these conditions and restrictions has occurred (other than a breach by way of failure to pay fees or assessments to the Corporation), execute, acknowledge and record in the Recorder's Office of San Diego County a Notice of Claim of Breach setting

forth the facts of such breach, describing the Lot or Lots upon which such breach occurred and setting forth the name of the Owner or Owners thereof, and serve a copy of such notice on the Owner(s) of such Lot; provided, however, that recordation of such Notice shall not be required if the County Recorder refuses to accept such Notice for recordation. If no action has been commenced within one hundred eighty (180) days after the recording and/or service of such notice to establish such breach, then such notice shall be of no further force or effect whatsoever, and the breach set forth in said notice shall be presumed to have been remedied.

Section 3.

Right to Enter, Repair, Maintain and Restore. In the event an Owner of any Buildable Lot should fail to maintain its Buildable Lot and Improvements situated thereon (other than that portion within the Maintenance Area) in a manner satisfactory to the Board, the Corporation, after approval by a majority vote of the Board, shall give written notice thereof to such Owner and, unless all deficiencies noted therein which are capable of being cured are cured within thirty (30) days of delivery of such notice or, if cure has commenced and the Owner thereafter is diligently proceeding to cure such deficiencies within sixty (60) days of delivery of such notice, the Corporation shall have the right through its agents and employees, to enter onto said Buildable Lot and to repair, maintain and restore the Buildable Lot and exterior of the building and any other Improvements erected thereon. However, no entry into a structure may be made without the consent of the Owner. Such entry shall be made with as little inconvenience to the Owner as possible and any damage caused thereby shall be repaired by the Corporation. The cost of maintenance performed by the Corporation but which is the responsibility of the Owner under this Declaration, shall be assessed to such Owner as a Special Assessment.

Section 4.

Mortgage Protection. Neither this Declaration nor any restrictions contained herein shall supersede or in any way reduce the security

of any first Mortgage. A breach of any of the covenants, conditions and restrictions contained herein shall not affect, impair, defeat or render invalid the lien, charge or encumbrance of any first Mortgage made for value which may then exist upon a Lot; provided, however, that in the event of a foreclosure of any such first Mortgage, or if the owner of the note secured by such first Mortgage acquires title to said Lot in any manner whatsoever in satisfaction of his indebtedness, then any purchaser at the foreclosure or trustee's sale, or any said note owner acquiring title as aforesaid, agrees that the Lot so acquired by them shall immediately upon said acquisition become subject to each and all of the covenants, conditions and restrictions and rights herein contained but free from the effects of any breach occurring prior thereto. The owners of any encumbrance made for value on any Lot and any corporation insuring the lien of such encumbrance may conclusively presume that no breach (other than a breach by failure to pay Assessments) exists under these covenants, conditions and restrictions, provided such encumbrance is recorded in the Office of the County Recorder of San Diego County prior to the recording and/or service of any notice of claim of breach as provided above, anything contained herein to the contrary notwithstanding. Upon the written request of the holder of a first Mortgage encumbering any Buildable Lot to the Corporation which identifies the name and address of the holder and the Buildable Lot number and address, the Corporation shall give to such holder (i) prior written notice of any action of the Corporation taken in connection with any material amendment to this Declaration, the Bylaws or the Articles, and the abandonment or termination of the project composed of the Lots, Common Area and Maintenance Area; (ii) written notice of any substantial damages to or destruction of any improvement located on a Buildable Lot or any part of the Common Area and Maintenance Area promptly upon such damage or destruction; (iii) written notice of any condemnation or eminent domain proceeding or proposed acquisition in lieu thereof of any Buildable Lot or any part thereof, promptly upon the commencement thereof; (iv) written notification of any default

by the Owner of a Buildable Lot encumbered by a first Mortgage, the holder of which requests such notice, in the performance of such Owner's obligations under this Declaration or the Bylaws which is not cured within thirty (30) days; and (v) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Corporation.

Article XI

General Provisions

Section 1.

Survival. Should any provision in this Declaration be void or become invalid or unenforceable in law or equity by judgement or court order, the remaining provisions hereof shall be and remain in full force and effect.

Section 2.

Termination or Modification. This Declaration or any provision hereof, may be terminated, extended, modified or amended as to the whole of the Real Property or any portion thereof, but only with the written consent of the Class B Member so long as the Class B Membership shall exist and shall not have been converted into Class A Membership, and (ii) sixty-six and two-thirds percent (66 2/3%) of the total voting power of the Class A Members of the Corporation. No such termination, extension, modification or amendment shall be effective until a proper instrument duly executed and acknowledged has been recorded in the Office of the County Recorder of San Diego County, California.

Section 3.

Assignment by Declarant. Any and all of the rights, powers, duties and reservations of the Declarant herein contained may be assigned to any person, corporation or association, provided that such assignee agrees in writing to accept such assignment and to assume the duties of the Declarant pertaining thereto.

Section 4.

Constructive Notice; Leases. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Real Property is and shall be conclusively deemed to have consented to and agreed to this Declaration and the covenants, conditions, restrictions, easements and reservations imposed by this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Real Property. Further, every Owner shall reference this Declaration in any and all leases or licenses granted with respect to his Buildable Lot and shall record such licenses or leases, or memoranda thereof, to the extent necessary to cause the terms of this Declaration to be binding upon any such lessees or licensees.

Section 5.

Term of Restrictions; Extensions. Each and all of these covenants, conditions and restrictions shall terminate on January 1, 2040, after which date they shall automatically be extended for successive periods of ten (10) years unless the Owners have executed and recorded at any time within six (6) months prior to January 1, 2040, or within six (6) months prior to the end of any such ten (10) year period, in the manner required for a conveyance of real property, a writing in which it is agreed that said restrictions shall terminate on January 1, 2040, or at the end of any such ten (10) year period, as applicable. Notwithstanding any termination of these covenants, conditions and restrictions, any easements created hereunder shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has executed this instrument the day and year first hereinabove written.

ALLRED COLLINS BUSINESS PARK
PARTNERSHIP, a California general
partnership

By: Allred Miramar Partnership, a California
limited partnership, General Partner

By: Douglas Allred Company, a
California corporation, General
Partner

By: /s/
Name: Douglas O. Allred
Its: President

By: /s/
Name: Douglas L. Hill
Its: President

By: Collins Capital Properties NVW-XX, a
California limited partnership, General
Partner

By: Collins Development Company, a
California corporation, General
Partner

By: /s/
Name: Robert A. Stine
Its: President

By: /s/
Name: E. Tyler Miller
Its: Vice Chairman

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On this 27th day of July, 1990, before me, Kate S. Smith, a Notary Public in and for said state, personally appeared Douglas O. Allred, personally known to me (or proved to me on the basis of satisfactory evidence) to be the President, and Douglas L. Hill, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Secretary of DOUGLAS ALLRED COMPANY, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of ALLRED MIRAMAR PARTNERSHIP, a California limited partnership, said partnership being known to me to be one of the partners of ALLRED COLLINS BUSINESS PARK PARTNERSHIP, the general partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

_____/s/_____
NOTARY PUBLIC

"Notary Seal"

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On this 27th day of July, 1990, before me, Diane L. Kay, a Notary Public in and for said state, personally appeared Robert A. Stine, personally known to me (or proved to me on the basis of satisfactory evidence) to be the President, and E. Tyler Miller, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the Secretary of COLLINS DEVELOPMENT COMPANY, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of COLLINS CAPITAL PROPERTIES NVW-XX, a California limited partnership, said partnership being known to me to be one of the partners of ALLRED COLLINS BUSINESS PARK PARTNERSHIP, the general partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

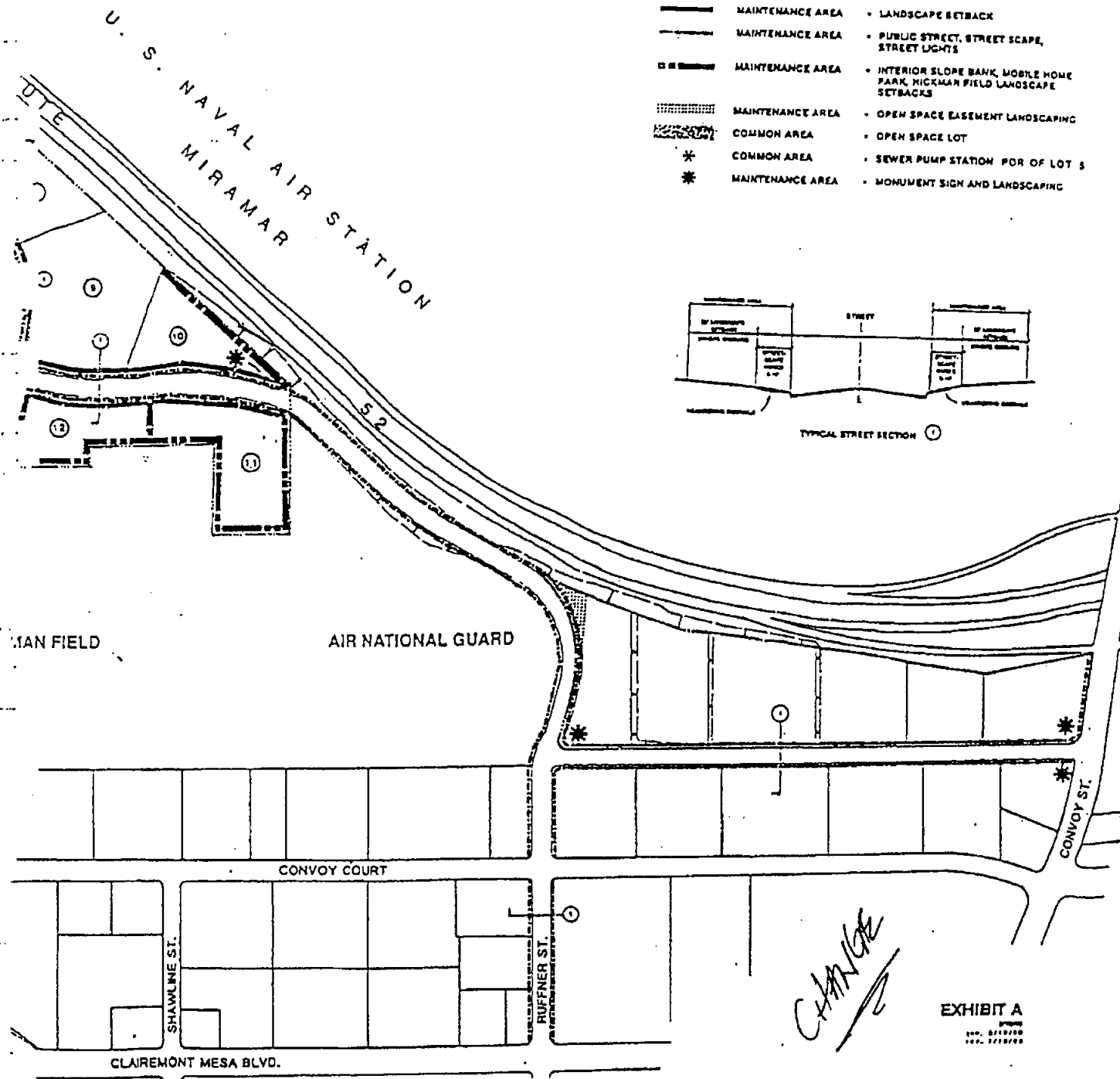
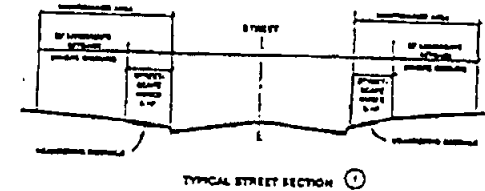
_____/s/_____
NOTARY PUBLIC

Notary Seal

ILLINS CORPORATE CENTER

AREAS OF MAINTENANCE
FOR
PERTY OWNERS ASSOCIATION

- | | | |
|--|------------------|---|
| | MAINTENANCE AREA | • LANDSCAPE SETBACK |
| | MAINTENANCE AREA | • PUBLIC STREET, STREET SCAPE, STREET LIGHTS |
| | MAINTENANCE AREA | • INTERIOR SLOPE BANK, MOBILE HOME PARK, HICKMAN FIELD LANDSCAPE SETBACKS |
| | MAINTENANCE AREA | • OPEN SPACE EASEMENT LANDSCAPING |
| | COMMON AREA | • OPEN SPACE LOT |
| | COMMON AREA | • SEWER PUMP STATION FOR OF LOT 3 |
| | MAINTENANCE AREA | • MONUMENT SIGN AND LANDSCAPING |



CHANGE

EXHIBIT A
SHEET 1 OF 1
NO. 11/10/00
NO. 11/10/00

ALLRED COLLINS C

AREAS OF
PROPERTY OW

*1. 2500
1. 1000
1. 1000*

CHARTER

KEARNY LODGE

HICKMAN FIELD



ORIGINAL SCALE: 1" = 200'

CLAR

EXHIBIT "B"

<u>Lot</u>	<u>Developable Area (in Acres)</u>	<u>Number of Votes</u>	<u>Assessment Rate (Percentage)</u>
1	4.63	202	4.94
2	8.19	357	8.73
3	7.15	312	7.63
4	35.21	1,534	37.57
5	7.19	313	7.67
6	2.87	125	3.06
7	6.01	1,435	6.41
8	2.36	103	2.52
9	6.07	264	6.47
10	2.88	125	3.07
11	4.26	186	4.55
12	2.70	117	2.88
13	4.20	183	4.48
14	--	--	--
TOTAL	93.72	4,082	100%

1,321 votes

313

1,435

BURT
= 261

100%

99.9%

CHAMBERS

EXHIBIT 'C'

<u>Lot</u>	<u>ADT's</u>
1	1,107
2	--
3	
4	10,290
5	1,717
6	685
7	1,435
8	564
9	1,448
10	688
11	1,018
12	644
13	1,004
14	--
TOTAL	20,600



SECURITY PACIFIC NATIONAL BANK, a national banking association, being the beneficiary under that certain Construction Deed of Trust, Assignment of Leases, Rents and Profits, Security Agreement and Fixture Filing Securing Adjustable Loan Terms dated as of December 21, 1989 and recorded December 26, 1989 as Instrument No. 89-697320 with the Office of the County Recorder of San Diego County, California, as amended by that certain Agreement Modifying Deed of Trust dated August 1, 1990 and recorded August 1, 1990 as Instrument No. 90-421376 with the Office of the County Recorder of San Diego County, California (as amended, the "Deed of Trust"), hereby declares that the lien and charge of the Deed of Trust is and shall be subordinate and inferior to the Declaration of Restrictions to which this Subordination Agreement is attached.

By: /s/
Name: Ronald Ochsner
Its: Vice President

)

) SS.

COUNTY OF SAN DIEGO

i)

On this 30th day of July, 1990, before me, the undersigned, a Notary Public in and for said state, personally appeared Ronald Ochsner, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the Vice President of Security Pacific National Bank, a national banking association, the association that executed the within instrument, and acknowledged to me that such association executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

/s/
NOTARY PUBLIC

•Notary Seal•

4663

DOC # 1999-0414541

RECORDING REQUESTED BY

JUN 14. 1999 1:41 PM

AND WHEN RECORDED MAIL TO:

F8
21P
SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP
Domenic C. Drago, Esq.
501 West Broadway, Suite 1900
San Diego, CA 92101

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 68.00



THIS SPACE ABOVE FOR RECORDER'S USE

**FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR
TELECOM CENTER**

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

This First Amendment to Declaration of Restrictions ("Amendment") dated as of March 13, 1998 amends that certain Declaration of Restrictions for Allred Collins Corporate Center dated as of July 31, 1990 and recorded in the office of the County Recorder of San Diego County on August 1, 1990 as Instrument No. 90-421377 ("Declaration"), with reference to the following facts:

A. Since the recordation of the Declaration, the business and industrial park governed by the Declaration has had a diminishing association with Allred/Collins Development Company.

B. Certain portions of the Real Property (defined in the Declaration) were reconfigured by way of a lot line adjustment in order to accommodate the transfer of such portions to new owners. In addition, the PID Permit governing the Real Property was amended as described below.

C. The purpose of this Amendment is to revise the Declaration to reflect the lot line adjustment and changes to the PID Permit that were effected by that certain Allred/Collins Business and Industrial Park West Planned Industrial Development ("Telecom Center") (Permit No. 96-7585) ("Amended PID Permit"). Capitalized terms used herein without definition shall have the meaning set forth in the Declaration.

D. This Amendment has been approved by entities which represent at least sixty-six and two-thirds percent (66 2/3%) of the total voting power of the Class A members of the Corporation. There are no longer any Class B members of the Corporation.

NOW, THEREFORE, for valuable consideration, the undersigned parties hereby agree to amend the Declaration in accordance with the terms and conditions of this Amendment and agree as follows:

1. Recitals. Recital B of the Declaration is hereby deleted and replaced in its entirety by the following: "B. The Declarant intends to develop the Real Property into a business park containing light manufacturing, corporate office, business and professional office, research and development and commercial uses, as well as such other uses as are permitted under the Amended PID Permit."

2. Name. The Corporation's name shall be changed from "Allred Collins Corporate Center Property Owners Association" to "Telecom Center Property Owner's Association" ("Association"). The Association shall amend its articles of incorporation, bylaws and such other organizational documents as may be necessary to reflect the name change.
3. Amended Exhibit A. The map showing, among other things, Common Areas and Landscape Improvements, which map is labeled as Exhibit A and attached to the Declaration, is hereby deleted and replaced in its entirety with Exhibit A attached to this Amendment and incorporated herein by this reference.
4. Amended Exhibit B. The chart showing Developable Area (In Acres), Number of Votes and Assessment Rate (Percentage) which is labeled as Exhibit B and attached to the Declaration is hereby deleted and replaced in its entirety with Exhibit B attached to this Amendment and incorporated herein by this reference.
5. Amended Exhibit C. The chart showing ADT's applicable to each Lot which is labeled as Exhibit C and attached to the Declaration is hereby deleted and replaced in its entirety with Exhibit C attached to this Amendment and incorporated herein by this reference.
6. Amended PID Permit. Article I, Section 25 of the Declaration is hereby deleted and replaced in its entirety by the following: "PID Permit" shall mean and refer to Planned Industrial Development Permit No. 89-0210, as amended by the Amended PID Permit No. 96-7585, as such Amended PID Permit may be amended from time to time.
7. Amended Design Guidelines. Article I, Section 12 of the Declaration is hereby deleted and replaced in its entirety by the following: "Design Guidelines" shall mean and refer to those certain "Allred Collins Corporate Center Design Guideline" dated July 31, 1990, as amended from time to time.
8. Utility Easements. Article VII, Section 2 of the Declaration is hereby deleted and replaced in its entirety by the following: "The Declarant hereby reserves, together with the right to grant and transfer the same, such rights of way and easements as may be necessary or convenient for the purpose of erecting, constructing, repairing, maintaining, replacing and operating utility services over, across, under and through the Real Property within the designated landscape setback areas, including without limitation underground wires, pipes and conduits for lighting, power, television, telephone and other communication facilities, gas, water, storm sewers, sanitary sewers, and other utility lines. The Declarant shall have the right to grant rights of way

or easements within the designated landscape setback areas to others to carry out the foregoing purposes. Upon the laying, repair, maintenance or replacement of any such lines, wires, pipes, conduits or sewers, the Real Property shall be restored to the same condition it was in prior to the doing of such work."

9. Binding Effect. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Real Property is and shall be conclusively deemed to have consented to and agreed to this Amendment and the covenants, conditions, restrictions, easements and reservations imposed by the Declaration, as amended hereby, whether or not any reference to this Amendment is contained in the instrument by which such person acquired an interest in the Real Property. Further, every Owner shall reference this Amendment and any and all leases or licenses granted with respect to his Buildable Lot and shall record such licenses or leases or memoranda thereof, to the extent necessary to cause the terms of this Amendment to be binding upon any such lessees or licensees.

10. Severability. Should any provision in this Amendment be void or become invalid or unenforceable in law or in equity by judgment or court order, the remaining provisions hereof shall be and remain in full force and effect.

11. Counterparts. This Amendment may be executed in one or more counterparts, all of which together shall constitute one and the same Amendment.

12. Entire Agreement. This Amendment in combination with the Declaration contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated herein. Except as specifically set forth herein, the Declaration remains unmodified and in full force and effect. This Amendment shall be effective upon its due execution and recordation in the office of the County Recorder of San Diego County, California.

4007

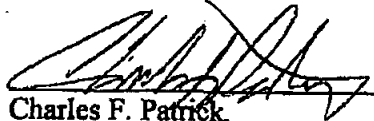
Owners

IN WITNESS WHEREOF, the undersigned have executed this instrument the day and year first above written.

THE COPLEY PRESS, INC.,
an Illinois corporation

SAN DIEGO REALTY FUND 4,
a California limited liability company,

By



Charles F. Patrick,
Executive Vice President

By

J. Cole Francis, Manager

By

[Printed Name and Title]

SULLIVAN VAN AND STORAGE

By

[Printed Name and Title]

WESTCOPLEY, LLC

HAMANN KEARNY MESA, LP

By

[Printed Name and Title]

By

[Printed Name and Title]

CAPE UNION, INC.

AREA 52 LLC

By

[Printed Name and Title]

By

[Printed Name and Title]

4668

State of California)
County of San Diego)

On Aug. 7, 1998 before me, Anita A. Baumgardner Notary Public,
personally appeared Charles F. Patrick

☒ personally known to me or ☐ proved to me on the basis of satisfactory
evidence to be the person(x) whose name(x) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(x), or the entity upon behalf of which the person(x)
acted, executed the instrument.

WITNESS my hand and official seal.



Anita A. Baumgardner

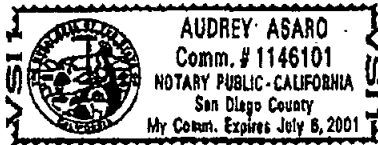
4670

State of California)
)
County of San Diego)

On 8-6-98 before me, Audrey Asaro Notary Public,
personally appeared J. Cole Francis

☒ personally known to me or _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Audrey Asaro

4669

Owners

IN WITNESS WHEREOF, the undersigned have executed this instrument the day and year first above written.

THE COPLEY PRESS, INC.,
an Illinois corporation

SAN DIEGO REALTY FUND 4,
a California limited liability company,

By _____
Charles F. Patrick,
Executive Vice President

By J. Cole Francis
J. Cole Francis, Manager

By _____

[Printed Name and Title]

SULLIVAN VAN AND STORAGE

By _____

[Printed Name and Title]

WESTCOPLEY, LLC

HAMANN KEARNY MESA, LP

By _____

[Printed Name and Title]

By _____

[Printed Name and Title]

CAPE UNION, INC.

AREA 52 LLC

By _____

[Printed Name and Title]

By _____

[Printed Name and Title]

4671

IN WITNESS WHEREOF, the undersigned ^{Owners} have executed this instrument the day and year first above written.

THE COPLEY PRESS, INC.,
an Illinois corporation

SAN DIEGO REALTY FUND 4,
a California limited liability company,

By _____
Charles F. Patrick,
Executive Vice President

By _____
J. Cole Francis, Manager

By _____

[Printed Name and Title]

SULLIVAN VAN AND STORAGE
By Mark A. Fischer
Mark A. Fischer - President
[Printed Name and Title]

WESTCOPLEY, LLC

HAMANN KEARNY MESA, LP

By _____

[Printed Name and Title]

By _____

[Printed Name and Title]

CAPE UNION, INC.

AREA 52 LLC

By _____

[Printed Name and Title]

By _____

[Printed Name and Title]

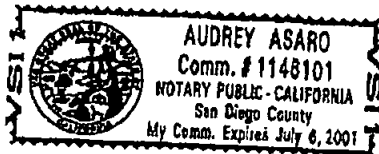
4672

State of California)
)
County of San Diego)

On 8-13-98 before me, Audrey Asaro, Notary Public,
personally appeared Mark A. Fischer.

_____ personally known to me or ☒ proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.



Audrey Asaro

4673

Owners

IN WITNESS WHEREOF, the undersigned have executed this instrument the day and year first above written.

THE COPLEY PRESS, INC.,
an Illinois corporation

SAN DIEGO REALTY FUND 4,
a California limited liability company,

By _____
Charles F. Patrick,
Executive Vice President

By _____
J. Cole Francis, Manager

By _____

[Printed Name and Title]

SULLIVAN VAN AND STORAGE

By _____

[Printed Name and Title]

WESTCOPLEY, LLC

HAMANN KEARNY MESA, LP
a California limited partnership
BY: HAMANN CONSOLIDATED, INC.
a California corporation
By _____

By _____

[Printed Name and Title]

Jeffrey C. Hamann, Pres.
[Printed Name and Title]

CAPE UNION, INC.

AREA 52 LLC

By _____

[Printed Name and Title]

By _____

[Printed Name and Title]

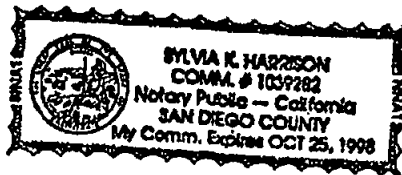
4674

State of California)
)
County of San Diego)

On 8/12/98 before me, Sylvia K. Harrison, Notary Public,
personally appeared Jeffrey C. Hamann,

✓ personally known to me or _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Sylvia K. Harrison

4675

IN WITNESS WHEREOF, the undersigned ^{owners} have executed this instrument the day and year first above written.

THE COPLEY PRESS, INC.,
an Illinois corporation

SAN DIEGO REALTY FUND 4,
a California limited liability company,

By _____
Charles F. Patrick,
Executive Vice President

By _____
J. Cole Francis, Manager

By _____

[Printed Name and Title]

SULLIVAN VAN AND STORAGE
By _____

[Printed Name and Title]

WESTCOPLEY, LLC

HAMANN KEARNY MESA, LP

By _____

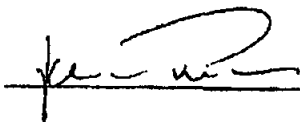
[Printed Name and Title]

By _____

[Printed Name and Title]

CAPE UNION, INC.

AREA 52 LLC

By  _____
SECRETARY
[Printed Name and Title]

By _____

[Printed Name and Title]

4676

State of California)
)
County of San Diego)

On 8-13-98 before me, Audrey Asaro, Notary Public,
personally appeared John Leslie Shaller

_____ personally known to me or ☒ proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.



Audrey Asaro

4677

RECREATIONAL EQUIPMENT, INC.

HOUSE PROPERTIES

By _____

[Printed Name and Title]

By *[Signature]* _____

Michael House
[Printed Name and Title]

By _____

[Printed Name and Title]

HAMANN KEARNY MESA, LP

GATEWAY CENTER, LLC

By _____

[Printed Name and Title]

By _____

[Printed Name and Title]

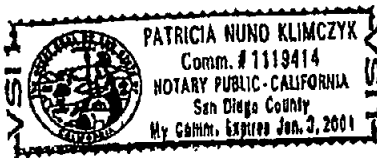
4678

State of California)
)
County of San Diego)

On August 11, 1998 before me, Patricia Nuno Klimczyk, Notary Public,
personally appeared Michael Heuse

✓ personally known to me or _____ proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.



Patricia Nuno Klimczyk

4679

RECREATIONAL EQUIPMENT, INC. HOUSE PROPERTIES

By _____

[Printed Name and Title]

By _____

[Printed Name and Title]

By _____

[Printed Name and Title]

HAMANN KEARNY MESA, LP
a California limited partnership
By: HAMANN CONSOLIDATED, INC.
a California corporation
By _____

Jeffrey C. Hamann, Pres.
[Printed Name and Title]

GATEWAY CENTER, LLC

By _____

[Printed Name and Title]

4680

State of California)
County of San Diego)

On 8/12/98 before me, Sylvia K. Harrison Notary Public,
personally appeared Jeffrey C. Hamann

X personally known to me or _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Sylvia K. Harrison

4681

TELECOM CENTER

AREAS OF MAINTENANCE
FOR
PROPERTY OWNERS ASSOCIATION

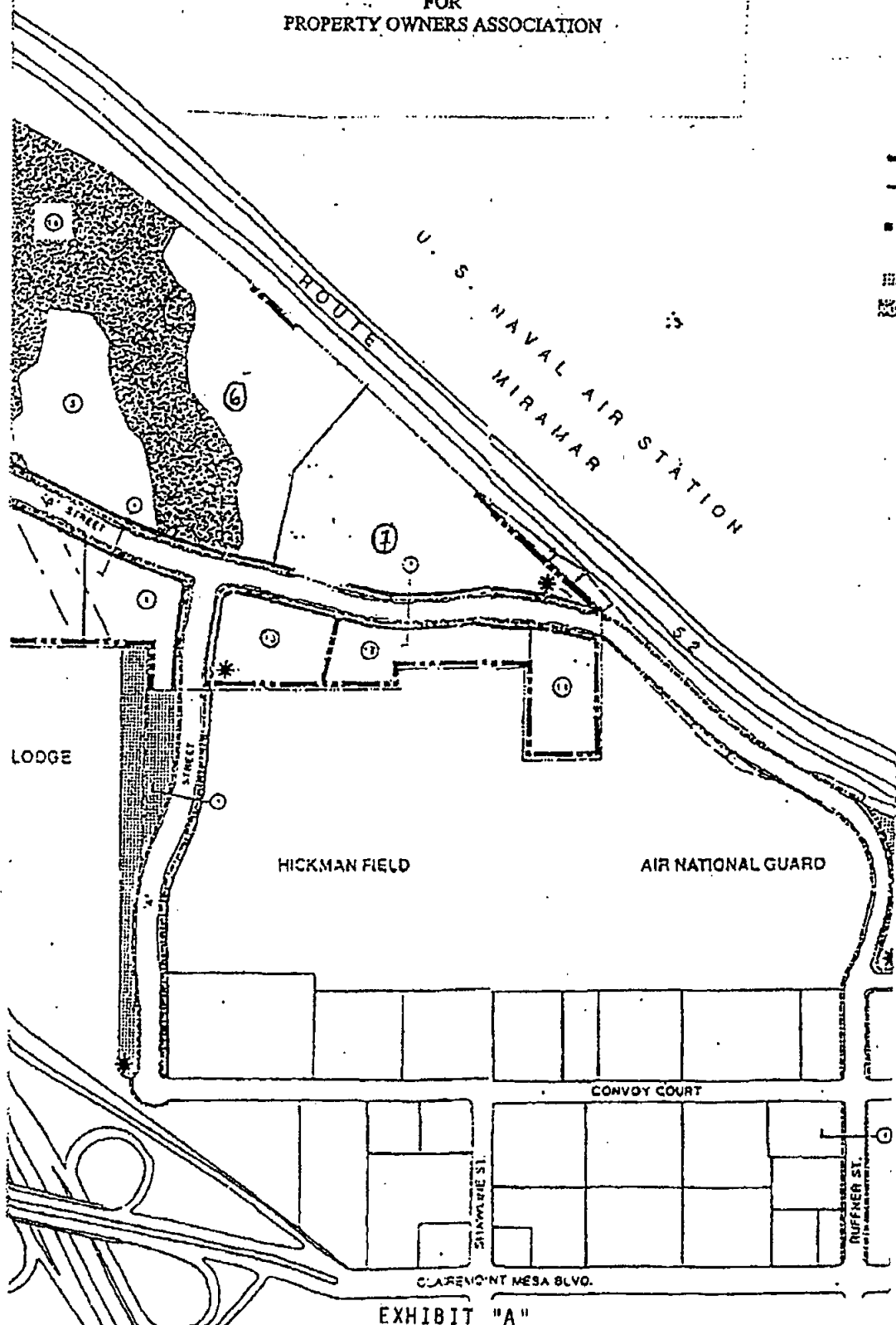


EXHIBIT "A"

4682

Exhibit B

(minus Copley Drive extension IOD area on Lots 2 - 4)

Lot Number	Developable Area	Number of Votes	Assessment Rate
1	4.597	200	4.69%
2	23.750	1034	24.28%
3	5.323	232	5.44%
4	24.728	1077	25.25%
5	6.955	303	7.10%
6	11.500	501	11.74%
7/1	1.799	78	1.84%
7/2	3.690	181	3.77%
7/3	1.820	79	1.86%
7/4	0.862	38	0.88%
7/5	1.735	76	1.77%
11	2.571	112	2.63%
12/1	2.695	117	2.75%
12/2	1.088	48	1.09%
12/3	0.625	27	0.64%
13	4.202	183	4.29%
14	Open Space	0	0.00%
Total	97.916	4265	100.00%

EXHIBIT B-1

7/20/98
 7/20/98

P.02/05

JUL 30 1998 14:41 FR SAN DIEGO TECH CENTER619 452 7960 TO 2343815

4683

Exhibit C

Lot	ADTs
1	980
2	4000
3	1889
4	4391
5	1568
6	5900
7	3310
11	1300
12	880
13	1373
14(OS)	0
Total allocated ADTs	25601
Unallocated excess	99
Total ADTs	25700

EXHIBIT C-1

*PSN 1000
7/2/98*

SAN DIEGO TECH CENTER



WHERE TECHNOLOGY
SERVES MANKIND

MEMORANDUM

TO: DOMENIC DRAGO

FROM: JOHN BRAND *JB*

DATE: JULY 22, 1998

RE: C, C, & R REVISIONS
TELECOM CENTER
SAN DIEGO, CALIFORNIA

Pursuant to our past conversations, the following is a summary of my recommended revisions to the existing C, C, & Rs as a result of the approval of the PID amendment to the above referenced project. I have also used this opportunity to address other modifications to the C, C, & R document so that it is consistent with the PID document, irrespective of the amendment. Please note that these recommendations are in addition to your previous First Amendment draft. I suggest that there be a reference in the C, C, & Rs that in instances where there may be an inconsistency with the PID, that the PID document be the governing document.

Note: In light of the impending sale of land to the City, do we need to address the effect on Exhibits A, B, and C (lot configurations, Developable Area, ADT distribution); information on the newly created SPI lot; etc.?

Declaration of Restrictions.

<u>Page/Section</u>	<u>Recommended revision</u>
Page 3/Section 8	Exhibit A revised to reflect new lot configuration
Page 3/Section 12	"...Design Guidelines dated July 31, 1990 <u>as amended</u> ."
Page 3/Section 13	Exhibit "B" revised to reflect reduced Developable Area as a result of the Copley Drive extension
Page 4/Section 19	Exhibit "A" revised to reflect new monument signage locations
Page 5/Section 25	Should amended PID No. 96-7585 be referenced?
Page 12/Section 2	Exhibit "C" revised to reflect ADT distribution between SPI & Copley
Page 17/Section 2	Starting with "Notwithstanding....", should this be deleted?

MANAGED BY SENTINEL PARTNERS, INC.

4605 SCRANTON ROAD, SUITE 102 SAN DIEGO, CALIFORNIA 92121 619.452.7900 FAX 619.452.7960

Design Guidelines.

Page 4/Section 2.1	Revise ADT table to reflect PID language (see Item 1)
Page 4/Section 2.4	Buildings on Lots 3 & 4 (<u>not 5</u>) may be 12 stories.
Page 4/Section 2.5b & c	See Item 2 for revised PID setback language
Page 4/Section 2.6a & b	See Item 3 for revised PID perimeter landscape language
Page 5/Section 2.7	Revise parking standards table to reflect PID (see Item 4)
Page 10/Section 4.4	Add additional language regarding outdoor activity lighting restrictions (see Item 5)
Page 11/Section 5.0	Add note to refer to the Sign Manual, Appendix H of the PID
Page 12/Section 5.2, 5.4b & 5.4f	Revise to reflect new Individual Lot and Building Entry Signs Language (see Items 6 & 7)

Bylaws. (No recommended revisions.)

Articles of Incorporation. (No recommended revisions.)

Please call me if you have any questions on this matter.

Enclosures: Exhibits B & C (Exhibit A previously sent under separate cover)
Items 1 through 7

cc: Bob Bell
J. Cole Francis

Exhibit B
(minus Copley Drive extension IOD area on Lots 2 - 4)

Lot Number	Developable Area	Number of Votes	Assessment Rate
1	4.597	200	4.69%
2	14.799	645	15.11%
3	14.264	621	14.57%
4	24.736	1077	25.26%
5	6.955	303	7.10%
6	11.500	501	11.74%
7/1	1.799	78	1.84%
7/2	3.690	161	3.77%
7/3	1.820	79	1.86%
7/4	0.862	38	0.88%
7/5	1.735	76	1.77%
11	2.571	112	2.63%
12/1	2.695	117	2.75%
12/2	1.066	46	1.09%
12/3	0.625	27	0.64%
13	4.202	183	4.29%
14	Open Space	0	0.00%
Total	97.916	4265	100.00%

Exhibit C

Lot	ADT's
1	980
2	2778
3	2912
4	4600
5	1568
6	5900
7	3310
11	1300
12	880
13	1373
14(OS)	0
Total allocated ADTs	25601
Unallocated excess	99
Total ADTs	25700

ITEM #1

2. ADT Management

a. Trip Generation Maximums and Generation Rates

The results of the master traffic study for the Kearny Mesa Community Plan as well as a site-specific study for the project, dictate the establishment of maximum AM peak and PM peak ends. ~~Based on this maximum, and the balance of uses intended for the site, the following restrictions will apply, as shown in Table IV at the end of this subsection.~~

~~Light industrial uses will be assigned a minimum of 10,300 daily trips (ADT).~~

~~Corporate office, professional office, government office, or industrial commercial users shall be assigned the balance of the daily trips.~~

The following generation rates shall be applied in order to determine total allowed ADT.

<u>USE NUMBER</u> <u>(see Permitted Uses)</u>			<u>GENERATION RATE</u>
(1)	Warehouse		<u>5 ADT/1000 sf</u>
(1, 2)	Light Industrial/ Manufacturing	large (over 100,000 sq ft)	8 ADT/1000 sf
		small (less than 100,000 sq ft)	14 ADT/1000 sf
(3)	Industrial Commercial		*
(4)	Corporate Office		10 ADT/1000 sf
(5)	Professional Office	large (over 100,000 sq ft)	<u>16 ADT/1000 sf</u>
		small (less than 100,000 sq ft)	<u>20 ADT/1000 sf</u>
(6)	Government Office		<u>20 ADT/1000 sf</u>

* Industrial/Commercial generation rate to be determined for each specific use, pursuant to site development plan review, based upon a traffic study approved by the City Traffic Engineer.

Item #2

5. Building Setbacks

Front, rear, side-yard setbacks have been established to control the bulk and scale of buildings within the project. In particular, setbacks along lots adjacent to the open space canyon are critical to control urban form. To control bulk and scale, changes in setback for taller buildings are appropriate. This may be accomplished in two ways: (1) The building may step back story-by-story (a "wedding cake" profile) according to the required increments; or (2) may entirely setback to the required increment with a straight wall profile. Setbacks are summarized here, in Tables VI & VII, and in Exhibits 7-10. (Tables and exhibits at the end of this section.)

a. Front Yards and Street Side Yards

Front yards and street yards required a minimum of 25 feet.

b. Side Yards

Side yards shall be a minimum of 10 feet. An additional setback of 10' per story (for each story over one) will be required, up to a maximum setback of 50 feet. Where a side yard abuts the canyon lot (14), rear-yard canyon setbacks shall apply. However, where multiple buildings are included in an integrated site design concept and processed with a single site development plan, building setbacks along internal lot lines will be waived, provided that external lot line setbacks (i.e., front and rear perimeter) and landscape requirements are met.

c. Rear Yards

(1) Canyon Lots

For rear yards which are adjacent to the canyon lot 14 (Lots 4, 5, 6) the minimum setback will be 30 feet from the property line or top of slope (whichever is closer) for the first two stories, providing that the architectural features of the Landscape Technical Manual are incorporated (i.e., roofs of fire retardant construction, eaves and overhangs with exterior surfaces as required for one-hour fire resistive walls, and eave vents covered with minimum 1/4-inch mesh wire screen). If said architectural features are not incorporated, the minimum setback is 40 feet. Additional setbacks of 10' per story will be required for each story up to four. Five- and six-story buildings must set those stories back to 60 feet; seven-, eight- and nine-story buildings must set those stories back to 75 feet; ten-, eleven- and twelve-story buildings must set back those stories to 100 feet from the property line. Setbacks can occur story-by-story, or the entire building can be set back to the maximum if a straight-wall configuration is preferred.

(2) Freeway Lots

For rear yards which are adjacent to the freeway (Lots 3, 4, 6, 7) the minimum setback will be ten feet from the property line, or 10' from the top or toe of slope (whichever of the two distances is further from the rear property line). Additional setbacks of ten feet per story will be required for each story up to four. Five- and six-story buildings must set those back to 50 feet; seven-, eight- and nine-story buildings must set those stories back to 75 feet; ten-, eleven- and twelve-story buildings must setback those stories to one hundred feet from the property line. Setbacks can occur story-by-story or the entire building can be setback to the maximum if a straight-wall configuration is preferred.

Item #3

(3) Other

Lots which back up to the mobile home park (1-2) or Hickman Field (11-13) will have a minimum rear yard setback of 25 feet.

Building setback areas which are not used for circulation and parking or recreational uses must be landscaped.

6. Lot Perimeter and Parking Lot Landscaping

The perimeter landscaping of each lot is an important component in creating a unified, campus-like atmosphere in the business park, particularly as it buffers parking areas. Perimeter and parking lot landscaping setbacks shall be as follows:

a. Front or Street Yard

The minimum required front yard or street yard building setback area will be landscaped or hardscaped and may not be used for parking or circulation other than driveway entries. Further, no more than 50 percent hardscape is permitted as defined in the city-wide landscape ordinance, and lawn areas are restricted to a maximum of 10 percent of the total landscaped area. Any additional setback to the building may be used for parking and circulation.

Outdoor recreational areas (parcourse stations, walking paths, etc.) or other visually pleasant site amenities (sculptures; trellised shade points) may be placed in the setback areas so long as they are integrated into the design of the building and landscaped areas.

b. Side Yard

Required side yard building setback areas will be landscaped for the first ten feet. The additional building setback area required for structures over one story in height may be used for parking and circulation. Within projects which feature multiple buildings either in single or multiple ownerships in an integrated site design concept, landscape requirements along internal lot lines may be waived, provided that external lot line setbacks (i.e., front and rear yard perimeter) and landscape requirements are met.

c. Rear Yard

Rear yard building setback areas will be landscaped for the first ten feet, - except for Lots 1 and 2, which shall be landscaped for the entire 25'. The additional building setback area required for structures over one story in height may be used for parking and circulation.

Outdoor recreational areas (parcourse stations, walking paths, etc.) or other visually pleasant site amenities (sculptures, eating areas; trellised shade points) may be placed in the setback areas so long as they are integrated into the design of the building and landscaped areas.

3

Item #4

7. Parking Standards

Required parking on the site shall be accommodated on individual lots; on-street parking is not allowed and may not be used to meet the parking standard. Required parking should be determined based on the use of each site as noted in the table below, rather than on arbitrary percentages of the lot. Where the following standards are not applicable; the Planning and Development Board shall determine an appropriate standard, subject to final approval of the Planning Development Services Director.

USE	SQUARE FOOTAGE PER SPACE	SPACES PER 1000 SQUARE FEET
Single Tenant Business and Professional Office	1 sp/250 sq. ft.	4.0
Industrial Commercial	1 sp/250 sq. ft.	4.0
Research and Development	1 sp/300 sq. ft.	3.3
<u>Multi-Tenant and Government Office</u>	<u>1 sp/250 sq. ft.</u>	<u>4.0</u>
Business and Industrial Support Services	1 sp/250 sq. ft.	3.5
Benchwork Manufacturing	1 sp/333 sq. ft.	3.0
Light Manufacturing	1 sp/400 sq. ft.	2.5
Warehousing: storage area/office area	1 sp/1000 sq. ft.	1.0
	1 sp/300 sq. ft.	3.3

In addition, to enforce the City's Transportation Demand management strategies, each lot will be required to provide bicycle racks. ~~Lots with buildings of greater than 25,000 square feet shall designate 10% of the total approved parking as carpool or vanpool parking.~~ Projects approved prior to August 16, 1995 are required to: (1) provide bicycle racks, and, (2) for lots with buildings of greater than 25,000 square feet, designate 10% of the total approved parking as carpool or vanpool parking.

✓

Item # 5

areas from above. The visual impact of high walls should be lessened with earth berming and vine or shrub planting. Vines should be secured to walls with vine ties, except for climbing. Chain link fence shall not be permitted for screening of placement of exterior mechanical equipment, whether located on the roof or on-grade. Equipment located on ground level should be treated in the same manner as outdoor storage areas with solid enclosures and landscape screening. Rooftop mechanical equipment, vents, fans, or other devices should be enclosed with a perimeter screen or parapet, be given to views down onto roofs from adjacent development. Sections II D4 documents roof treatment in more detail.

(4) Sewer Pump Station

The sewer pump station shown at the southwest corner of Lot 5 will be extensively landscaped. Any above grade structures will be attractively designed and screened to blend into the surrounding development.

e. Recreational and Outdoor Activity Areas

Physical fitness and recreational activity have been shown to enhance productivity. Therefore, it is desirable to provide areas where employees not only take advantage of good weather, but have the opportunity to partake in a physical activity. Anticipated forms of outdoor activity would be expected to range from picnic-style eating to walking, jogging or running.

Where outdoor athletic courts (e.g., basketball, tennis) for employee use are integrated with the site development, any night lighting of courts will be limited to the early evening hours e.g., no later than 9 pm.)

Developments employing more than 10 people must have outdoor seating and tables. Those with over 100 employees must have additional facilities and space for outdoor activity, with consideration to providing lockers and showers for employees. Each development must provide bike racks in convenient and secure locations, without hindering pedestrian circulation.

Individual lots with more than 500 feet of street frontage may provide a fitness or parcourse station as part of an interconnecting meandering sidewalk within the business park. The parcourse would be located on private lots, but may be in front yard setback area or on easements at the rear of the lots. Development on lots which have canyon exposure should particularly consider rear yard locations. A bike path (Class I, separate) is available at the south and west of the site, with Class III shared paths in the streets.

Item #6

development using stationary letters or symbols.

The monument signs and their settings shall be designed to fit into the landscape theme of the Business Park, utilizing tree groves, shrub massing, and rolling mounds to achieve this integration. Monument signs shall not exceed 8 feet above grade in height; copy area should be in conformance with the City-wide sign code regulations. All identification monument signs would be lighted from the front with fixtures compatible with the overall site lighting.

3. Building Identification Signs

Graphics and signage installed directly on building walls will be compatible in materials, logo, color and scale to the architecture and overall project signage program. Buildings visible from the adjacent freeway and surrounding streets should not attempt to call undue attention to themselves through the use of unnecessarily large or bold graphics. Wall signs shall display only the building user's name and logo.

4. Individual Lot and Building Entry Signs

Each lot within the Business Park will be permitted one identification entry monument ~~for each 250 feet of street frontage as per the Citywide sign regulations (occupants of the individual buildings may share the sign), or separate entry identification monument signs for buildings on the same lot may be reviewed and approved by City Development Services, as a part of the Master Sign Program.~~ The signs would incorporate design elements from both the architecture on-site and the overall signage program. }

The purpose of the sign is to mark the project entrance and to identify the business located on the premises. Therefore it should not make a strong design statement of its own. As with the major entry monumentation, the individual entry signs should be incorporated into the landscape design theme for the Business Park well unified with surrounding landforms and planting.

5. Street Signs

Street signs located within the Business Park shall include, but not be limited to, identification, directional, traffic control, and pedestrian information signs. These signs should be permanently integrated into the overall streetscape of the project. The materials, style, graphics, and dimensions should be consistent throughout the entire development.

Street signs shall be subject to the review and approval of the City Engineer to ensure compliance with City and State law.

6. Temporary Signs

All temporary signs shall be ground-type only. Temporary signs are defined as signs permitted during construction, sales, and/or lease of projects or structures within the Business Park. They, like permanent signage, should be planned as a design element to be compatible with the overall character of the development. The Business Park logo and name should appear on all temporary signs.

Permitted temporary signage shall include, but not be limited to: project identification; financing or designer/sponsor signs; new sales or lease signs; re-sale or release signs; construction signs; future tenant

ITEM #7
part 1

OWNER/MAJOR TENANT SIGNS

1. Lot Monuments

One double-faced lot monument shall be permitted ~~per 250 feet of street frontage for each lot~~ (occupants of the individual buildings may share the sign), or separate entry identification monument signs for buildings on the same lot may be reviewed and approved by City Development Services, pursuant to a Master Sign Program. ~~It shall display the names and logos of up to two major tenants.~~

OK

The occupant's logotype shall be displayed as individually applied dimensional lettering.

Lot monuments shall be no larger than four feet high and shall adhere to the general guidelines shown in Exhibit 5.

Copy area of monument sign shall not exceed 12 square feet.

2. Wall Signs

One wall sign per tenant (maximum two) shall be permitted on each building. Each sign shall be facing the public right-of-way. For signs facing Copley Drive, the height of the lettering shall not exceed 24" in height, and the maximum gross area of all wall signs on each building face (facing public right-of-way) shall not exceed 80 square feet. For buildings facing I-805, the height of the lettering may be increased to a maximum of 36" in conjunction with a logo, subject to review and approval by City Development Services pursuant to a Master Sign Program. Signs shall be located on open surfaces, leaving comfortable space around architectural details.



Logo images may incorporate the user's established colors. Logotype and copy may be lit by using indirect or interior illumination.

Address signs should be clearly visible from the public right-of-way. Address signs shall be on buildings walls which may be indirectly lighted. There must be at least one building address per street frontage (Exhibit 7).

MULTI TENANT SIGNS

1. Lot Monuments

One double-faced lot monument shall be permitted per building 250 feet of street frontage. It shall only display the name of the building complex.

The project's logotype shall be displayed as individually applied dimensional lettering.

Lot monuments shall be no larger than four feet high and shall adhere to the general guidelines shown in Exhibit 6.

Copy area of monument signs shall not exceed 12 square feet. Letters may be indirectly or interior lit.

2. Wall Signs

Wall signs shall be limited to the name and logo of the building complex only.

Each sign shall be facing the public right-of-way. The height of the lettering shall not exceed 24 12" in height. The maximum gross area of wall signs shall not exceed 20 80 square feet. Signs shall be located on open surfaces, leaving comfortable space around architectural details.

Logo images may incorporate the user's established colors. Logotype and copy may be lit by using indirect, interior or back lit illumination.

Address signs should be clearly visible from the public right-of-way. Address signs shall be on buildings walls which may be indirectly lighted. There must be at least one building address per street frontage. (Exhibit 7.)

Individual tenant signs shall be placed on a sign background specifically designed its an integral part of the building fascia. The sign band is to provide uniform treatment for all tenants. Individual tenant letters and logo are not to exceed 12 inches in height, ~~or 15 feet in length. Maximum copy area is 10 square feet per tenant.~~ It is desirable that individual tenant signs be consolidated to the extent practical in the same location on the building fascia; however, if in the opinion of the Planning and Development Board (PDB), the distinct identities of the tenants warrant multiple sign locations, then such multiple locations will be allowed. Further, discretion will be exercised by the PDB in review of individual tenant signs whose company names (e.g., length of name) may exceed the maximum sign area.

The Planning and Development Board (PDB) shall have the discretion to allow reasonable deviations from sign criteria pursuant to a finding of substantial conformance with the objectives of the Sign Manual.



Harper Wells
Insurance & Risk Advisory Analyst

Sempra Energy
Insurance & Risk Advisory
101 Ash Street
San Diego, CA 92101-3017

HWells@sempra.com

July 18, 2013

City of San Diego
Attn: Mary Carlson
1200 Third Avenue, Suite 1700
San Diego, CA 92101

Re: **Letter of Self-Insurance Re: Copley Drive Permit**

To Whom It May Concern:

San Diego Gas & Electric ("SDG&E") is permissibly self-insured by the State of California for automobile liability and statutory workers' compensation requirements. SDG&E self-insures physical damage losses to property owned, leased or for which they have assumed responsibility. In addition, they are self-insured for third party bodily injury and property damage liability arising from its operations.

Any claims resulting from our operations may be referred to Sempra Energy Utilities, Attention: Carl Villarreal, Claims Supervisor, 8315 Century Park Court, San Diego, CA 92123. SDG&E trusts that this will meet your insurance requirements and thanks you for your cooperation.

If you should have any questions, please feel free to contact me.

Sincerely,

By its duly authorized agent, Sempra Energy

Harper Wells

Harper Wells
Insurance & Risk Advisory Analyst

cc: K. Babcock

0.7.11
8/9/13



THE CITY OF SAN DIEGO

Date of Notice: July 26, 2013

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

DEVELOPMENT SERVICES DEPARTMENT
SAP or WBS No. 21000022

PROJECT NAME/NUMBER: SAN DIEGO GAS & ELECTRIC COMPANY – COPLEY
STAGING YARD

COMMUNITY PLAN AREA: Kearny Mesa

COUNCIL DISTRICT: 6

LOCATION: Portion of 5784 Copley Drive, San Diego, California (APN 356-400-36)

PROJECT DESCRIPTION: Use and Occupancy Permit to allow for the storage of materials, containers for materials, and tools and one dumpster; (b) parking of construction vehicles overnight; and (c) parking of employee vehicles during the day.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego Mayor Appointed Designee

ENVIRONMENTAL DETERMINATION: This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Mayor Appointed Designee

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: CEQA Section 15301 allows for the operation, repair, maintenance, permitting, leasing, licensing or minor alterations of existing public or private structures or facilities involving negligible or no expansion of use. This permit will allow use of a limited area where no environmental impacts would result; and where none of the exceptions listed in CEQA Guidelines Section 15003.2 would apply.

DEVELOPMENT PROJECT MANAGER: Mary Carlson
MAILING ADDRESS: 1200 Third Ave, #1700, San Diego, CA 92101
PHONE NUMBER: 619-236-6079

On July 17, 2013 the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Development Project Manager listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (August 9, 2013). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.